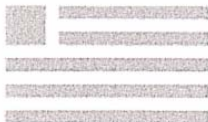


EXHIBIT A

HARBINSON DECLARATION IN
SUPPORT OF MOTION TO DENY
CLASS CERTIFICATION



U·S AIRWAYS

US Airways, INC.

and the

Fleet Service Employees

As represented by the

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS



FLEET SERVICE AGREEMENT

MAY 8, 2008

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Preamble

This Agreement is made and entered into this May 8, 2008 in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as the "Company") and the International Association of Machinists and Aerospace Workers (hereinafter referred to as the "Union").

Article 1 - Purpose of Agreement

- A. The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union, or an International Representative of the Union may request a conference with the Company's Labor Relations Department at any time to discuss and deal with any general condition that may arise under the application of this Agreement.
- B. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.
- C. It is understood wherever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.
- D. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- E. The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in a uniformed service, or status as a disabled veteran.

Article 2 – Status of Agreement

A. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all Agreements existing or previously executed between the Company and any Union or individual affecting the crafts or classes of employees covered by this Agreement.

B. The Agreement shall be binding upon the Company and any Successor, defined as a purchaser, assignee or transferee of all or substantially all of the assets or stock of the Company or US Airways Group. Neither the Company nor US Airways Group shall enter into an agreement with a Successor which creates a Successor Transaction unless the Successor agrees, in writing, as a prior condition of the Successorship Transaction, to cause the Company and US Airways Group to continue to be bound by the Agreement, as it may be amended pursuant to the provisions of applicable law, and to cause any operating airline which obtains the assets of the Company to honor and be bound by the Agreement as it may be amended pursuant to the provisions of applicable law.

If a Successor is an air carrier, and the Successor conducts an operational merger between the Company and the Successor or another air carrier, then the Successor will provide the Company employees with a seniority integration governed by Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provision.

C. It is understood and agreed that the Company will not lock out any employees covered hereby, and the Union will not authorize or take part in any strikes, sit-down, slowdown, or picketing of Company premises during the life of this Agreement until the procedures for settling disputes as provided herein and provided by the Railway Labor Act, as amended, have been exhausted. The Company will not require the employees hereunder to cross picket lines of the Company's employees legally established under contractual provisions and the Railway Labor Act on or in front of the premises. The individual or concerted refusal to pass such

1 picket lines shall not constitute grounds for discipline,
2 discharge, lay-off, or be considered a violation of this
3 Agreement.
4

5 The Company shall not perform "Struck Work" of Wholly
6 Owned Carriers and of MDA. "Struck work" is Fleet Service
7 work traditionally and regularly performed by a Wholly
8 Owned Carrier or MDA where and during the period the
9 Fleet Service employees of that Wholly Owned Carrier or
10 MDA are engaged in a lawful strike, and where the
11 Company has not previously performed the work in
12 question. There shall be no prohibition against a concerted
13 refusal of employees of the Company to perform Struck
14 Work. Moreover, the Company will not hire employees of
15 Wholly Owned Carriers or MDA to perform Fleet Service
16 work at the Company during a period when the Fleet Service
17 employees are engaged in a lawful strike.

Article 3 - Recognition and Scope

A. The Company recognizes that Company Fleet Service work defined by this Agreement shall be performed by employees as described in the Article entitled Classifications.

B. Each station is identified as either a Class I or Class II for the purposes of applying this Agreement. Changes in classification of stations will be based on the timeframe outlined below. Stations classifications are defined as follows:

1. Class I stations shall be those stations that have one hundred forty (140) or more mainline scheduled jet departures weekly.

(a) In Class I stations, work which comes within the Fleet Service Classification as described in Classification Article, Paragraphs A.1, A.2, B., and C., will be performed by employees covered by this Agreement except where such work has been contracted out as of the effective date of this Agreement.

(b) In Class I stations, work coming within the Fleet Service Classification as described in Classification Article, Paragraph A.3, may be contracted out except that catering functions as described in the Classification Article, Paragraph A.3, may not be contracted out in PIT, CLT, PHL, DCA and BWI. Effective May 8, 2008, normal and customary Cargo work as described in Article 4.A.3 may not be contracted out in PHX, LAS and LAX.

(c) In Class I stations, work which comes within the Fleet Service Classification as described in Classification Article, Paragraph A.4, may be contracted out without restriction.

(d) When a Class II city becomes a Class I city as provided for in Paragraph B.4 below, all work which is described in the Classification Article, Paragraph A.1, will be performed by employees covered by this Agreement within ninety (90) days of the change of Class. With regard to all other work, the provisions of Paragraph B.1, will apply, except that work contracted out as of the effective date of the change in station class may continue to be contracted out.

2. Class II Stations: Class II stations shall be those stations that have fewer than one hundred forty (140) scheduled mainline jet departures weekly were the Company currently has Fleet Service staffing.

(a) The Company reserves the right to contract out work covered by this Agreement in Class II stations provided that such subcontracting does not directly result in the furlough to the street of any full-time IAM represented employee whose name appeared on the seniority list as a full-time employee on April 5, 1999. This provision will not apply to employees who fail to exercise their seniority to the fullest extent possible to any full-time position offered on the system.

(b) Other non-covered employees in Class II stations may perform work which comes within the Fleet Service Classification, provided such work does not exceed twenty-five percent (25%) of their scheduled work hours, on a quarterly basis. The Company will not use this provision in a manner which directly results in an increase in the number of positions in another craft or class and a corresponding decrease in the number of Fleet Service craft or class positions.

(c) Stations established after April 5, 1999, may be outsourced without restrictions.

(d) In Class II stations, work which comes within the Fleet Service Classification which was contracted out as of April 5, 1999, may continue to be contracted out without restriction.

3. Change in Station Classification:

(a) Changes in city classification shall be based on a twelve (12) month weekly average, with the average to be calculated each year on April 5. All calculations for scheduled mainline jet departures will be based on US Airways, Inc., jet departures only, and excluding any aircraft with a seating configuration of sixty-nine (69) or fewer seats.

(b) Should a Class I station's scheduled mainline weekly jet departures be reduced to a level below one hundred nineteen (119) on an annualized basis, such station shall become a Class II station.

Should a Class II station's scheduled mainline weekly jet departures increase to more than one hundred seventy-five (175) on an annualized basis, such station shall become a Class I station.

(c) Should a Class II station's scheduled mainline weekly jet departures be reduced to a level of fifty-six (56) weekly departures on an annualized basis, the Company may outsource Fleet Service work in that station except for the period of May 8, 2008 through December 30, 2011, the Company will not outsource normal and customary ramp work as described in Article 4.A.1 at any station

where that work is being performed by Fleet Service Employees of US Airways / America West on of May 8, 2008, providing such station maintains more than fourteen (14) scheduled jet departures weekly calculated on an annualized basis as described in (a) above. Effective December 31, 2011, worked described in Article 4.A.1 performed at any of the following stations (ABQ, AUS, BUR, ELP, OAK, OMA, ONT, RNO, SJC, SLC, SMF, PDX, MSP, MCI, MKE, SEA, DEN and SAN) may not be out-sourced unless the station's mainline weekly jet departures are reduced to a level below twenty-eight (28) weekly departures on an annualized basis.

(d) Should an outsourced station's weekly mainline departures increase to more than ninety-eight (98) weekly departures on an annualized basis, such station shall become a Class II station. For the period of May 8, 2008 through December 30, 2011 the Company will not be required to in-source any work or station that is out-sourced on May 8, 2008.

C. It is understood that the Company reserves the right to contract out work, subject to the terms of this Agreement, when the Company's personnel, equipment or facilities are not sufficient or available.

D. Fleet Service work covered by this Agreement will not include US Airways Express operations, or any regional jet operations by the Company, except when and where so directed.

E. Except as otherwise provided in this Agreement, employees not covered by this Agreement shall not perform work covered by this Agreement, other than in cases of irregular airport operations, emergencies, or for the purpose of instructing or training employees. A situation shall not be deemed to be an emergency within the meaning of this

Paragraph where scheduled or overtime employees are reasonably available to adequately handle the requirement.

F. The Union recognizes that the Company shall have sole jurisdiction, subject to the terms of this Agreement, over the management and operation of its business, the direction of its working force, the right to establish rules and regulations, to maintain efficiency in its place of employment, and the right of the Company to hire, promote, demote, select for training, discipline and discharge employees. It is agreed that the rights listed here shall not be deemed to exclude other pre-existing rights of management not listed which do not conflict with other provisions of this Agreement.

G. The Company may use contractors to perform Fleet Service work where Company Charters are operated into non-IAM represented cities.

Article 4 - Classifications

Fleet Service consists of the classification groups of Mainline and MDA. Each classification group consists of the classifications of Fleet Service Lead Agent (Full-time and Part-time) and Fleet Service Agent (Full-time and Part-time). Mainline and (Mid Atlantic Group) Fleet Service work consists of Ramp Service, Operations/Tower and Central Load Planning (CLP). Separate duty assignments may be established.

A. Ramp Service work includes:

1. Normal and customary work associated with the handling and transporting of luggage and material; the loading and unloading of aircraft; the delivery of baggage and Company material.
2. Where not in conflict with the terms of the IAM Maintenance and Related Agreement: normal and customary work associated with receipt and dispatch.
3. When and where so directed: normal and customary work associated with the handling, transportation and processing of in-flight meal, beverage, snack and associated supplies including the packing of beverage kits; normal and customary work associated with the handling of cargo office and warehouse functions; normal and customary work associated with the sortation and transporting of mail and cargo.
4. When and where so directed and where not in conflict with terms of the IAM Maintenance and Related Agreement: normal and customary work for both through and RON flights associated with servicing aircraft, including lavatory and water systems, cleaning aircraft interiors, arranging passenger service and galley equipment, trash removal, changing of seat covers, performing minor preventative maintenance on ground equipment;

aircraft movement, performing GPU and airstart, deicing aircraft, and other duties associated with the servicing of line aircraft.

4. When and where so directed: work associated with US Airways Express aircraft and other non-company aircraft, the operation of jetways, performing catering security checks, and any other station work.

B. Operations/Tower work includes normal and customary work associated with the communication required to coordinate station operations where such work is being performed by Fleet Service employees as of the effective date of this Agreement.

C. CLP work includes normal and customary work associated with the weight and balance, take-off weights and communication of such information including preparation and distribution of necessary paperwork, and other CLP related work.

D. Fleet Service Lead Agent work includes the same work as that of a Fleet Service Agent. In addition, as a working member of the group, they may be required to lead and direct the work of other Fleet Service Agents. Leading and directing may include but is not limited to:

1. Providing verbal input to employees related to their performance and/or behavior.
2. Providing verbal and/or written input to management related to an employee's performance and/or behavior.
3. Temporarily resolving legitimate and serious personnel emergencies when management is not present or available.
4. Reasonable and customary administrative functions.
5. Instructing and training other employees where so directed.

1
2 In stations where Fleet Service Lead Agents are utilized,
3 there shall be a minimum of one Fleet Service Lead Agent
4 for every twelve (12) Fleet Service Agents. This calculation
5 shall be based upon authorized station Fleet Service
6 headcount excluding assigned baggage runner (ABR). This
7 assignment minimum shall not apply to Lead Agents
8 assigned to the CLP work area, where there shall be no
9 minimum.

10
11 The classification of Lead Agent may include part-time
12 Leads in former America West stations where there were
13 part-time Leads or where the station has previously had part-
14 time Leads, not to exceed a combined total of sixty-eight
15 (68) part-time Leads. Stations may include: AUS, RNO,
16 DEN, ICT, ABQ, SFO, SNA, SEA, COS, SJC, PDX, OAK,
17 SAN, ELP, PHX, and LAS.

18
19 E. Duty assignments will be defined based on the needs of the
20 service. A duty assignment may consist of a single job
21 assignment, or a combination of two or more job
22 assignments.

23
24 F. Employees may be cross-utilized in or between
25 classifications and duty assignments under this Agreement
26 based on the needs of service.

27
28 G. An open-time Agent is an employee who bids or is assigned
29 a schedule, based on the needs of service and may be
30 inclusive of any classification or duty assignment, or a
31 mixture of classifications and duty assignments under this
32 Agreement.

33
34 H. Where not in conflict with the terms of the IAM
35 Maintenance and Related Agreement, Fleet Service
36 employees may assist other employees not covered by this
37 Agreement in through and turn-flight cleaning.

38
39 Fleet Service employees may be assisted by employees not
40 covered by this Agreement in through- and turn-flight
41 cleaning to maintain on time performance. It is not the intent

1 of this sub-paragraph to remove through and turn-flight
2 cleaning from Fleet Service.

3

4 I. Deicing of aircraft and aircraft movement may be performed
5 by Fleet Service or other employees or vendors.

Article 5 - Hours of Service

A. For purposes of computing pay, the workweek shall begin at 0001 hours Monday morning, and last through and until 2400 hours Sunday evening and includes any tour of duty that begins during this period. A standard work week will consist of five (5) scheduled work days, and two (2) consecutive scheduled days off, except when as a result of schedule rebids, employee shift swaps, open-time agents as described in Item B below and employees whose scheduled days off are Monday and Sunday.

The Company, with mutual agreement from the Union, may implement work schedules in a station consisting of four scheduled work days in a week ("four-day work week"). Once the Company has agreement from the Union to implement four-day work week schedules in a station, the Company will, at its sole discretion, determine which lines of work in the station may have a four (4) day workweek schedule and the time frame for implementation of any four (4) day workweek schedule. The Company may utilize a four (4) day workweek schedule in any duty assignment or for certain lines of work within any duty assignment which may be modified as determined by the Company. The Company may, at its sole discretion, discontinue the use of any four (4) day workweek schedule line(s) of work. Should the Company decide to discontinue the use of all four (4) day workweek schedules in a station, the Company will provide the Union a minimum of thirty (30) days notice. Where utilized, a four (4) day workweek will consist of four (4) scheduled work days and three (3) consecutive scheduled days off, except for those employees whose scheduled days off are Saturday, Sunday and Monday, or Sunday, Monday and Tuesday.

B. For open-time Agents, four (4) scheduled days off must be provided within each two (2) week pay period, which may or may not be consecutive. The Company will make every effort to post open-time lines of work with two (2) consecutive days off each week. Where four-day work weeks are implemented, open-time Agents may be scheduled

1 for four (4) scheduled days and three (3) consecutive
2 scheduled days off.

3
4 C. A work day shall be a twenty-four (24) hour period
5 beginning at 0001 hours local time.

6
7 D. All time worked shall be considered as time worked on the
8 day during which the employee's regular shift began.

9
10 E. Shift periods for full-time employees shall be, unless
11 otherwise specified herein, eight and one-half (8 1/2)
12 consecutive hours, including a one-half (1/2) hour unpaid
13 meal period. Shifts for full-time employees working a four-
14 day work week shall consist of ten and one-half (10 1/2)
15 hours, including a one-half (1/2) hour unpaid meal period.

16
17 F. Shift periods for part-time employees in Class I stations shall
18 be a minimum of three (3) and a maximum of six and one-
19 half (6 1/2) hours per day. When part-time employees are
20 scheduled for three (3) or more continuous hours, that shift
21 may be inclusive of a one-half (1/2) hour unpaid meal
22 period. A part-time shift exceeding six (6) hours will be
23 inclusive of a one-half (1/2) hour unpaid meal period. The
24 Company will make every effort based on the needs of
25 service to schedule part-time shifts of at least four (4) hours.
26 Shifts for part-time employees working a four-day work
27 week shall consist of a minimum of three (3) and a
28 maximum of six-and-one-half (6 1/2) hours per day.

29
30 G. Shift periods for part-time employees in Class II stations
31 shall be a minimum of two (2) and a maximum of six and
32 one-half (6 1/2) hours per day. When part-time employees
33 are scheduled for three (3) or more continuous hours, that
34 shift may be inclusive of a one-half (1/2) hour unpaid meal
35 period. A part-time shift exceeding six (6) hours will be
36 inclusive of a one-half (1/2) hour unpaid meal period. Split
37 shifts may be scheduled for part-time employees in Class II
38 stations. A maximum of two (2) duty periods covering no
39 more than fourteen (14) hours (from the beginning of the
40 first duty period to the end of the second) may be scheduled
41 within a twenty-four (24) hour period. A duty period must be
42 a minimum of two (2) hours. There is no scheduled meal

period within either duty period of the split shift. The Company will make every effort based on the needs of service to schedule part-time shifts of at least four (4) hours. Shifts for part-time employees working a four-day work week shall consist of a minimum of two (2) and a maximum of six-and-one-half (6 1/2) hours per day.

H. Employees will be granted one twelve (12) minute break period during the first four (4) hours of their work shift and one twelve (12) minute break period during the second four hours of their work shift. Employees working a four-day work week will be granted one twelve (12) minute break period during the first half of their work shift and one twelve (12) minute break during the second half of their work shift.

I. Employees will be allowed an unpaid meal period not to exceed thirty (30) minutes as follows:

1. The Company will make every effort to schedule meal periods for full-time employees within ninety (90) minutes before or after the midpoint of their scheduled shift. The Company will make every effort to schedule meal periods for full-time employees working a four-day work week within one hundred twenty (120) minutes before or after the midpoint of their scheduled shift.

2. Full-time employees, who are unable to take a meal period within the foregoing time span, will be provided a thirty (30) minute lunch period as close to the lunch period as possible. If unable to take a meal period due to Company requirements, the employee will receive pay for the applicable meal period at a time and one-half (1 1/2 x) rate.

3. Part-time employees entitled to a meal period as described in Paragraphs F. and G. above, but who are unable to take a meal period due to Company requirements, will receive an additional thirty (30) minutes pay at straight time rates.

1 J. In the event that circumstances beyond the Company's con-
 2 trol, e.g., acts of God, strikes, etc., cause the operation to be
 3 reduced or stopped, the Company may remove employees
 4 from the payroll without obligation of pay or severance. In
 5 circumstances where the operation is reduced or stopped, the
 6 Company will attempt to contact employees prior to the start
 7 of their shift to inform them not to report for duty. In the
 8 event contact is not made prior to the start of the employee's
 9 shift, full-time employees who have reported for work will
 10 be offered up to four (4) hours of work before being
 11 released. Part-time employees, who have reported for work
 12 under the above provisions, will be offered up to two (2)
 13 hours of work before being released. Employees will be paid
 14 for actual hours worked.

15
 16 K. Separate work schedules will be posted for each applicable
 17 duty assignment. Award of work shifts, including scheduled
 18 start time, shift length and scheduled days off, shall be based
 19 on classification seniority.

20
 21 L. Work schedules are posted for bid by active employees, as
 22 far in advance as practical, or a minimum of seven (7)
 23 calendar days. The posting shall contain the scheduled start
 24 time, shift length, scheduled days off and effective date.
 25 Once the bidding process is completed, schedule bid awards
 26 will be posted a minimum of seven (7) calendar days prior to
 27 the effective date of the new work schedule. Employees
 28 unavailable to bid at their appointed bidding time, may bid
 29 by proxy, or by other means established locally.

30
 31 Active employees who fail to bid will be assigned by
 32 classification seniority an available work schedule within the
 33 duty assignment after completion of the bid. Active
 34 employees who report late for bidding, but while the bidding
 35 process is ongoing, will be permitted to bid on remaining
 36 available lines at the time they report.

37
 38 An employee on an authorized leave of absence or off due to
 39 occupational injury will be permitted to bid in a rebid of the
 40 work schedule provided the Company receives, prior to the
 41 start of the bidding period, a notice certifying his return to
 42 work date which must be within thirty (30) days of the

1 effective date of the bid. If the leave is for medical reasons,
 2 the certification of return to work must be signed by the
 3 employee's treating physician.

4
 5 M. There shall be no rotation of shifts. All shifts will be fixed;
 6 however, each scheduled line of work may contain multiple
 7 start times.

8
 9 N. Work schedules will be rebid based on the needs of the
 10 service, approximately every one-hundred-twenty (120)
 11 days, or a minimum of three (3) times per calendar year.

12
 13 O. During a bid period, if it becomes necessary to temporarily
 14 adjust employees' work schedules, duty assignments,
 15 scheduled start times or scheduled days off, the following
 16 procedures shall apply:

17
 18 1. When it becomes necessary to adjust scheduled days
 19 off; employees subject to adjustment will be given a
 20 minimum of five (5) calendar days notice.

21
 22 2. When it becomes necessary to adjust scheduled start
 23 times, employees subject to adjustment will be given
 24 a minimum of forty-eight (48) hours notice.

25
 26 3. Employees may be reassigned between duty assign-
 27 ments and job assignments on a given shift based on
 28 the needs of the service.

29
 30 In the event that these adjustments are expected to exceed
 31 thirty (30) days in duration, within the first thirty (30) days
 32 of such adjustment, the Company shall post the work
 33 schedule in the affected duty assignment for rebid as
 34 provided in Paragraph L above.

35
 36 P. The Company will establish as necessary the number of
 37 Lead Fleet Service Agents and Fleet Service Agents for the
 38 needs of the service on each shift in all duty assignments at
 39 any station, subject to the terms of this Agreement.

40
 41 Q. Employees returning to active duty from an authorized leave
 42 of absence or occupational injury will be assigned to their

previous duty assignment. Such employees who were not permitted to bid the most current work schedule may be assigned a shift and days off within their duty assignment consistent with their seniority. If needs of service do not allow the employee to be assigned a shift and days off consistent with their seniority, the Company will rebid the work schedule within thirty (30) days.

R. Employees transferring or displacing into the classification or duty assignment who were not permitted to bid the most current work schedule will be permitted to request, but may be assigned an available work schedule (shift start times and scheduled days off) within the duty assignment until the next work schedule rebid.

S. Employees temporarily assigned to a higher classification shall receive the higher rate of pay for all time worked in such classification. Employees temporarily assigned to a lower paying classification shall not have their rates of pay reduced.

T. Shift Trades

An employee may trade shifts or days off with another qualified employee in accordance with the following provisions:

1. The request must be in writing and signed by both employees involved (or submitted electronically where a location utilizes workbrain or a similar electronic reporting method). The request shall be submitted for approval to the immediate supervisor, or his designee, of the employee who initiates the shift trade.
2. The Company may at each location establish deadlines for submitting shift swaps, but such deadline will not be more than twenty-four (24) hours prior to the shift to be worked.
3. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule.

4. Probationary employees are not eligible to participate under these provisions.
5. No overtime payment will be paid to an employee as a result of working another employee's shift under these provisions.
6. No request under these provisions shall be honored if found to be in conflict with state or federal law. This Paragraph shall immediately apply in any jurisdiction which may hereafter impose restrictions or require such overtime payment for such hours of work.
7. An employee who has agreed to work for another employee may not exchange this obligation with any other employee.
8. Shift trades resulting in an overlap of up to one-half (1/2) hour may be approved subject to the needs of service.
9. Employees may work a maximum of sixteen (16) hours during a twenty-four (24) hour period as a result of shift trades, excluding meal periods. Employees will not be permitted to work double shifts (twelve (12) hours or more) on consecutive days as a result of shift trades except as provided for in the Letter of Understanding regarding 'Back to Back Shifts' dated March 10, 2003.
10. Employees may shift swap off their regularly scheduled shift up to twenty-six (26) times per calendar quarter. Local policy may be less restrictive. The number of shift swaps off afforded employees covered by this Agreement will not be more restrictive than those afforded other Customer Service Agents.
11. Employee shift swaps between classifications may be allowed subject to local policy.

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12. Employees may trade their full shift or a portion thereof, with no more than two (2) employees. The minimum partial-shift trade will be one hour. Partial trades must be in full hour increments. Any partial-shift trade counts as one towards the allowable quarterly shift trade maximum.

13. Shift trade start time exchanges on the same day will not count toward the twenty-six (26) quarterly shift swaps provided the starting times exchanged are both within the same shift premium starting time period (e.g., Shift 1 to Shift 1 or Shift 2 to Shift 2).

14. In circumstances where shift trades have been approved and where any employee who is scheduled to work for another employee is unable to do so, (e.g., due to leave of absence, transfer, termination, jury duty, schedule rebid, training, etc.), the Company reserves the right to cancel an approved shift trade provided seven (7) days notice is given to affected employees.

U. In cases where an employee is required to work a shift beginning less than eight (8) hours subsequent to the end of the day immediately preceding, the employee may elect to have the scheduled start time of his next shift adjusted to provide an off-duty period of a minimum of eight (8) hours. Employees electing to adjust the start time of their next shift may elect to extend their shift to provide for a full shift or to end their shift at the original end time of their shift and will be paid for hours worked. This Paragraph does not apply when the reduced rest period is a result of schedule rebids, shift swaps or voluntary overtime.

Article 6 - Overtime

A. The Company shall determine the number of overtime hours to be worked. Overtime hours are defined as additional hours worked at the Company's request over and above an employee's scheduled hours.

B. Where the Company determines that overtime is required, such overtime will be offered to qualified employees on an equalized basis. All eligible employees will be considered available for overtime.

C. Employees will be equalized for actual overtime hours worked and, if signed up on the overtime availability list, for actual overtime hours offered and refused and for those overtime hours for which the signed up and employee could not be contacted. Employees who do not sign up on the availability list will not be charged any hours eligible to work for the purpose of equalization unless they work the overtime. Where availability lists are used, a list will be established for each duty assignment and only those employees signed up will be contacted. Separate lists may be maintained for Lead Agents.

D. Shift extension is overtime which is anticipated to be four (4) hours or less and is not the result of a part-time vacancy or absence. Shift extension overtime will be offered to those employees whose shift begins or ends closest to, but within four (4) hours, of the expected overtime need.

Shift extension will be offered in the following order:

1.
 - Employees in the duty assignment and classification
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
2.
 - Qualified employees in the classification but outside the duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization

- 3.
- Employees in the duty assignment but outside the classification
- Signed up on the availability list (where utilized)
- Having the lowest equalization
- 4.
- Qualified employees outside the duty assignment
- On a voluntary basis
- 5.
- Mandatory assignment as described in Paragraph U of this Article.

Employees who are offered shift extension, which is not continuous with their regular shift and is separated by more than one hour shall be offered four hours work.

- E. Overtime required as a result of full-time vacancies/absences and overtime required when additional shifts are necessary which exceed five (5) work hours will be offered first to full-time employees.

Full-time overtime shall be offered in the following order:

- 1.
- Full-time employees in the duty assignment and the classification
- Signed up on the availability list (where utilized)
- Having the lowest equalization
- 2.
- Qualified full-time employees in the classification but outside the duty assignment
- Signed up on the availability list (where utilized)
- Having the lowest equalization
- 3.
- Full-time employees in the duty assignment but outside the classification
- Signed up on the availability list (where utilized)
- Having the lowest equalization
- 4.

- 1 • Full-time employees outside of the classification
- 2 and duty assignment(within Mainline Group)
- 3 • Signed up on the availability list (where utilized)
- 4 • Having the lowest equalization
- 5 5.
- 6 • Part-time employees in the duty assignment
- 7 • Signed up on the availability list (where utilized)
- 8 • Having the lowest equalization
- 9 6.
- 10 • Qualified part-time employees outside the duty
- 11 assignment
- 12 • Signed up on the availability list (where utilized)
- 13 • Having the lowest equalization
- 14 7.
- 15 • Employees in the duty assignment
- 16 • On a voluntary basis
- 17 8.
- 18 • Qualified employees outside the duty
- 19 assignment
- 20 • On a voluntary basis
- 21 9.
- 22 • Mandatory assignment as described in Paragraph
- 23 U. of this Article.

24

25 F. Overtime required as a result of part-time

26 vacancies/absences and overtime required when additional

27 shifts are necessary which are five (5) work hours or less

28 will be offered first to part-time employees.

29

30 Part-time overtime shall be offered in the following order:

- 31
- 32 1.
- 33 • Part-time employees in the classification and
- 34 duty assignment
- 35 • Signed up on the availability list (where utilized)
- 36 • Having the lowest equalization
- 37 2.
- 38 • Qualified part-time employees in the
- 39 classification but outside the duty assignment
- 40 • Signed up on the availability list (where utilized)
- 41 • Having the lowest equalization

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3.
 - Part-time employees in the duty assignment but outside the classification
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
4.
 - Qualified part-time employees outside the classification and duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
5.
 - Full-time employees in the duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
6.
 - Qualified full-time employees outside the duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
7.
 - Employees in the duty assignment
 - On a voluntary basis
8.
 - Qualified employees outside the duty assignment
 - On a voluntary basis
9. Mandatory assignment as described in Paragraph U of this Article.

G. Employees are considered eligible for overtime except when:

1. Not available to work the entire overtime period (A one-half (1/2) hour overlap of the scheduled shift and overtime period shall be permitted except when needs of service do not permit. The one-half (1/2) hour overlap will be paid as part of the regular shift, and will not be considered part of the overtime shift);

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2. Scheduled off for an entire shift for vacation, voluntary time off (VTO), training, authorized Company business, authorized Union business, jury duty or compensatory time. In these instances employees will be ineligible for the entire day except that they may volunteer to work prior to mandatory assignment overtime;

3. On sick leave (paid or unpaid) for an entire shift, any type leave of absence (paid or unpaid), disciplinary suspension, bereavement leave, occupational injury leave (paid or unpaid), mandatory reservist training with orders. In these instances employees will be ineligible from the time the absence begins and remain ineligible until they return to work;

4. Not qualified to perform the overtime work offered;

5. On a shift trade off for any hours that fall within their original scheduled shift (with management approval and based on needs of service, employees may be allowed a one-half (1/2) hour overlap of the overtime shift and the regularly scheduled shift that was traded off).

H. Open-time employees, on scheduled work days, are considered for overtime within the classification and duty assignment they are working. An open-time employee on a scheduled day off or an employee working as an "extra" will be considered available for overtime offered within the duty assignment the employee last worked on a regularly scheduled work shift except that shift trades are not considered.

I. Transferred employees including change of station, in-station transfers, part-time to full-time, full-time to part-time and new employees, will use the average overtime hours in their new duty assignment for the purpose of equalization.

Employees absent for more than fourteen (14) consecutive days will upon their return to work be assigned the average

1 of the overtime equalization list or their previous overtime
2 hours which ever is greater.

3
4 J. If two or more employees have the same equalization within
5 the provisions as outlined in Paragraphs D., E., or F. of this
6 Article, the overtime will be offered to the senior employee.

7
8 K. When operational conditions change which would no longer
9 necessitate the overtime that has been awarded to an
10 employee, such overtime may be canceled, provided a
11 minimum of four hours notice is given. In the event overtime
12 is canceled with less than four hours' notice, the employee
13 awarded the overtime shift will be offered a minimum of
14 four (4) hours work at the applicable rate. This provision is
15 not applicable to shift extension overtime which may be
16 canceled at any time.

17
18 L. Employees who accept overtime will have sixty (60) minutes
19 in which to relinquish the award. Following the sixty (60)
20 minute period, employees will be responsible to work the
21 overtime shift and may not trade this obligation with another
22 employee.

23
24 M. Overtime equalization lists will be Re-set quarterly and
25 maintained by duty assignment. Employees' names shall be
26 listed in classification seniority order on all overtime
27 equalization lists.

28
29 1. Prior to making an overtime call, the Company will
30 make available to the Shop Steward or Assistant
31 Shop Steward a copy of the appropriate overtime
32 distribution list. When no Shop Steward or Assistant
33 Shop Steward is present, a copy of the list will be
34 made available to the Lead Agent. Once the list has
35 been made available, the Company will proceed to
36 call overtime.

37
38 2. Employees will be contacted at the phone number on
39 the equalization list or the availability list (where
40 utilized). It will be the employee's responsibility to
41 insure that these lists have the correct phone number
42 indicating that the employee is to be contacted.

3. In the event of "no answers" a second call will be made prior to moving on to the next employee on the list.

4. When overtime is offered the Company will make every effort to advise the employee of the duty assignment and where practical the work area within the duty assignment.

N. An employee bypassed for overtime in violation of these overtime procedures will be eligible to work a like period of time on a scheduled shift at a time selected by the employee. The bypassed employee will be limited to only the employee who should have been offered the overtime as provided for in this Article.

The shift will be at the same rate of pay as bypassed, contain the same number of hours as those bypassed and must be worked within fourteen (14) calendar days of the determination that the bypass occurred. The Company will determine the work duty assignment.

O. The Company may prohibit any employee from working overtime where it would result in more than sixteen (16) continuous hours excluding unpaid meal periods. Employees who have worked sixteen (16) continuous hours may not be assigned additional overtime unless such overtime is due to an emergency situation.

P. A daily overtime qualifier will be used to determine premium rates on work days. Workdays are defined as regularly scheduled or "shift swap worked" days.

1. There will be a minimum daily eight (8) hour overtime qualifier which must be satisfied prior to being eligible for overtime premium rates for hours worked at Company request on a scheduled workday.

1 Employees are paid straight time rates for regularly
2 scheduled hours worked and shift swap hours
3 worked, regardless of the length of the shift.
4

5 2. The daily qualifier for determining overtime
6 premium eligibility will include all regularly
7 scheduled hours worked, plus any shift swap hours
8 worked, up to a combined maximum of eight (8)
9 hours.
10

11 3. After the daily overtime qualifier has been met,
12 overtime will be paid at one and one-half times (1
13 $1/2 \times$) the regular rate.
14

15 Q. A weekly overtime qualifier will be used to determine
16 premium rates on days off. Days off are defined as
17 "regularly scheduled" or "shift swap off" days.
18

19 1. There will be a weekly forty (40) hour overtime
20 qualifier which must be satisfied prior to being
21 eligible for overtime rates on any day off.
22

23 2. The forty (40) hour weekly overtime qualifier will
24 only include regularly scheduled hours worked,
25 additional hours offered by the Company worked at
26 straight-time rates, lost time hours for Union
27 business, paid vacation hours, plus shift swap hours
28 worked not to exceed the total shift swap off hours.
29

30 3. After the weekly overtime qualifier has been met,
31 overtime will be paid at one and one-half times (1
32 $1/2 \times$) the regular rate for the first eight (8) hours of
33 overtime worked and two (2) times the regular rate
34 for all overtime hours worked thereafter except as
35 provided for in items 4 and 5 below.
36

37 4. Employees must work a minimum of four (4) hours
38 at an overtime premium rate on their first regularly
39 scheduled day off in order to be paid two (2) times
40 the regular rate for all overtime hours worked on
41 their second (or third) regularly scheduled day off.
42

5. Employees who sift trade to be off and who work on the day off, shall be paid a maximum rate of time and on-half (1 1/2) for the first eight (8) hours of overtime worked and two (2) time the regular rate for all overtime worked thereafter.

R. An employee who shift trades into a duty assignment different from their scheduled duty assignment will be considered for overtime based upon their originally scheduled duty assignment.

S. All overtime shall be computed to the nearest tenth of an hour in six (6) minute increments.

T. A one-half (1/2) hour unpaid meal period will be provided to an employee working an overtime shift in excess of five and one-half (5 1/2) hours.

U. Mandatory Assignment Of Overtime

1. Required Coverage Period of Four Hours Or Less

When the required coverage period is expected to be four (4) hours or less, the additional hours will be assigned to employees in reverse order of seniority, in the following order.

- Part-time employees within the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Full-time employees within the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Qualified part-time employees outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Qualified full-time employees outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.

- If no employees fall within the above parameters, then the distribution procedure described in Paragraph U.2, will apply.

In the above situations, employees may actually be assigned hours in excess of four as a result of the start/end time of their shift and the start/end time of the required coverage period. When this occurs, it is not a violation of this section of the policy so long as the required coverage period was expected to be four hours or less.

2. Required Coverage Period In Excess Of Four Hours

When the required coverage period is expected to be in excess of four hours, the additional hours will be assigned to eligible employees in reverse order of seniority in the following order.

- Part-time employees within the duty assignment.
- Qualified part-time employees outside the duty assignment.
- Full-time employees within the duty assignment.
- Qualified full-time employees outside the duty assignment.

3. Rotation of Mandatory Assignment

A rotation method for the assignment of mandatory overtime may be established locally when the Company determines that mandatory overtime may be frequently required during specified periods of time. The rotation method used will be mutually agreed to by the Company and the Union.

Article 7 - Seniority

A. Date of Hire Seniority is defined as continuous US Airways service in any department and shall be applied to: vacation accrual, boarding for on-line non-revenue space available travel, and service awards. Adjustments to Date of Hire Seniority based on past seniority policies will remain in place. After the effective date of this Agreement, there will be no adjustments to Date of Hire Seniority.

B. Classification Seniority is defined as continuous service in Fleet Service, in any classification group and applies to both Fleet Service Agents and Fleet Service Lead Agents. Classification Seniority will be applied to bidding of shifts/days off, bidding of vacation periods, filling of vacancies, and displacements/recalls. Adjustments to Classification Seniority based on past seniority policies will remain in place. Employees who transfer into any Fleet Service Classification group will begin accruing Fleet Service Classification Seniority on the first day worked in Fleet Service.

C. Pay Date Seniority shall be the same as Classification Seniority except that Pay Date Seniority is adjusted for all time lost due to an unpaid leave of absence; for all unpaid suspensions extending beyond thirty (30) days. Military leave will not result in an adjustment to Pay Date Seniority. Adjustments to Pay Date Seniority based on past seniority policies will remain in place. Employees on involuntary furlough on May 31, 2008 shall forfeit all pay date seniority except that an employee who is recalled to the station from which he was furloughed (or their selected recall station) prior to November 3, 2008 will be placed in the pay scale consistent with their pay date seniority at date of furlough.

D. When two or more employees have the same seniority date, the following method will be used to determine the seniority order:

1. Identical Classification Seniority - the senior employee will be the employee with the earliest Date of Hire Seniority.

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2. Identical Date of Hire Seniority - the senior employee will be the employee who has the highest four digit number using the last four digits in his social security number.

E. An employee covered by this Agreement will lose his seniority status and his name shall be removed from the seniority list under the following conditions:

1. He quits, resigns, or retires.
2. He is discharged for just cause.
3. He does not return from furlough within fifteen (15) days of receipt of notice, or within fifteen (15) days of the mailing of such notice if the notice is undeliverable due to the employee's failure to keep the Company apprised of his current mailing address and telephone number.
4. His recall rights expire.
5. He does not return from a Leave of Absence within the scheduled period.
6. As otherwise provided in this Agreement.

F. All recall notices sent to furloughed employees will be delivered via certified mail, return receipt, or via telegram to the employee at the last address filed by the employee with the Company.

G. Shift Managers within the Customer Service group shall retain but not accrue all previous Fleet Service Classification and Pay Seniority. These employees will be eligible to utilize all retained Classification Seniority to return to the bargaining unit in the event of a reduction-in-force, or failure to pass probation in the new position provided their retained seniority places them senior to the junior full-time employee in the location. If not senior to the junior full-time employee in the station, these employees will be eligible to return to

1 the bargaining unit on a system displacement. Additionally,
2 with Director approval, these employees will be eligible to
3 use accrued previous Classification and Pay Seniority to bid
4 for system vacancies in the event of a voluntary or
5 involuntary demotion.

6
7 Managers in positions within the Customer Service group
8 higher than shift manager shall forfeit all previous Fleet
9 Service Classification and Pay Date Seniority.

10
11 H. Employees who transfer to positions outside the bargaining
12 unit, other than those described in Paragraph G above, shall
13 retain, but not accrue, all previous Fleet Service
14 Classification Seniority and Pay Seniority for a period of six
15 (6) months following such transfer. Employees who wish to
16 return to a Fleet Service position within six (6) months of the
17 effective date of their transfer from Fleet Service or who are
18 affected by a reduction-in-force, demotion, or failure to pass
19 probation in the new position within this six (6) month
20 period, will be eligible to utilize all retained Classification
21 Seniority to return to their former position and location
22 provided a vacancy exists in their former classification
23 group. Under this Paragraph a vacancy is deemed to exist
24 when the actual compliment of employees is below the
25 authorized number and no award has been made to fill the
26 vacancy. When no vacancy in their former location exists,
27 employees will be eligible to bid for system vacancies during
28 the six (6) month period.

29
30 Following this six (6) month period these employees shall
31 forfeit all previous Fleet Service Classification and Pay Date
32 Seniority.

33
34 A furloughed Fleet Service employee who accepts a position
35 outside of Fleet Service will continue to maintain but not
36 accrue all previous Fleet Service Classification and Pay
37 Seniority for the duration of their recall. Should their recall
38 rights expire or they refuse recall, they forfeit all previous
39 feet service classification and pay seniority.

40
41 I. A system wide Fleet Service roster will be posted twice a
42 year by no later than the last day of January and July each

1 year. Seniority lists will indicate the employee's name,
2 payroll identification number, Classification Seniority, Date
3 of Hire Seniority, and last four digits of the employee's
4 Social Security Account Number for each Fleet Service
5 employee and include their domicile city. Station seniority
6 lists will be posted at each Fleet Service work location at the
7 same time as the system seniority roster reflecting local
8 seniority order adjustments based on past policies that were
9 in effect prior to this Agreement. Copies will be provided to
10 the IAM Assistant General Chairman.
11

- 12 J. Employees who wish to protest any omission or incorrect
13 posting of their seniority must do so by filing a written
14 grievance within thirty (30) days of the date of the most
15 recent seniority roster posting. Seniority protests will be
16 strictly confined to errors, changes or omissions which
17 occurred on the most recent seniority posting only. Any
18 employee on leave at the time of posting of the list shall
19 have a period of fifteen (15) days from the date of his return
20 to service to file a protest.
21
22

Article 8 - Filling of Vacancies

A. Full-Time Agent Vacancies

1. Permanent full-time Agent vacancies which the Company decides to fill will be awarded in the following order:

(a) The senior full-time agent within the classification and group at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph F. of this Article.

(b) The senior employee who possesses recall to a full-time position at the location.

(c) The senior full-time or part-time employee with a system transfer bid on file to the location as outlined in Paragraph G. of this Article.

(d) A new employee.

B. Lead Agent Vacancies

1. Permanent full-time Lead Agent vacancies which the Company decides to fill will be awarded in the order below except that tower vacancies in PHL, CLT, LAS and PHX will be filled through a company selection process:

(a) The senior qualified full-time Lead Agent within the classification group at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph F. of this Article.

(b) The senior qualified full-time or part-time employee with a system transfer bid on file

to the location as outlined in Paragraph G. of this Article. Employees on level two (2) or above of the progressive discipline or attendance control programs are not eligible to submit transfer bids for Lead Agent positions.

(c) A new employee.

2. Successful Lead Agent bidders shall hold the job on a trial basis for a period up to one-hundred twenty (120) days in order to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability will be returned to the location, classification and group previously occupied.

3. Successful Tower Lead Agent bidders shall hold the job on a trial basis for a period up to two hundred seventy (270) days in order to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability will be returned to the location, classification and group previously occupied.

4. Lead Agents demoted for cause will be reduced within their station to the Agent classification within their classification group providing they are senior to the most junior full-time Agent in the classification group in the station. Lead Agents demoted for cause who are not senior to the most junior full-time Agent in the station, will be displaced within the Agent classification and classification group as provided for under Reductions In Force. These employees are ineligible for bidding another Lead Agent vacancy for a minimum of one (1) year.

C. Part-Time Vacancies

1. Permanent part-time vacancies which the Company decides to fill will be offered in the following order:

1 (a) The senior full-time or part-time employee
 2 within the classification group at the
 3 location where the vacancy exists who has
 4 an in-station transfer bid on file to the
 5 available duty assignment as outlined in
 6 Paragraph F. of this Article.

7
 8 (b) The senior employee who possesses recall to
 9 a part-time position at the location.

10
 11 (c) The senior full time or part time employee
 12 with a system transfer bid on file for the
 13 part-time position at the location.

14
 15 (d) A new employee.

16
 17 D. In PIT, PHL, CLT, DCA, BOS, LGA, MIA, FLL, TPA,
 18 MCO, LAX, SFO and DEN, the Company may establish
 19 Ready Reserve employees not to exceed ten percent (10 %) of the total headcount or six (6) employees, whichever is greater Ready Reserve employment will be offered as follows:

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 22
 23
 24 1. Ready Reserve employees will be paid either entry
 25 rate or at the Company's sole discretion, at the one
 26 year step of the pay scale. In the event that any ready
 27 reserve employee is paid at the one year step, then
 28 all ready reserve employees at that location are paid
 29 at the one-year step.

30
 31 2. Ready Reserve employees will not be eligible for
 32 health and welfare benefits, pension, vacation,
 33 holidays or sick leave.

34
 35 3. Ready Reserve employees will be scheduled by the
 36 Company based on needs of service up to a
 37 maximum of twenty (20) hours a week and are not
 38 subject to the provisions of Article 5 - Hours of
 39 Service.

40
 41 4. Date of Hire Seniority for travel only will accrue for
 42 Ready Reserve employees.

5. Ready Reserve employees will not be eligible for overtime pay.
6. Ready Reserve employees will be considered as a new employee for transfer purposes to other positions within the Company.
7. Ready Reserve employees will be released when there is no work. These employees will not be eligible for furlough benefits or reduction in force options to displace to other positions within the Company.
8. Ready Reserve positions will not be considered as available position for permanent employees affected by a reduction in force.

E. Temporary Full-Time Vacancies

1. Temporary full-time Agent vacancies which the Company decides to fill will be offered as follows:
 - (a) The senior qualified employee within the classification group possessing recall to a full-time position within the classification group in the location who is currently working part-time within the classification group in the location.
 - (b) The senior part-time employee within the classification group and duty assignment.
 - (c) The senior qualified part-time employee within the classification group outside the duty assignment.
 - (d) The senior qualified employee within the classification group possessing recall to a full-time position who is currently on furlough and has an in-station bid on file for the position.

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(e) Assignment of the junior qualified part-time employee within the classification group in the location.

2. Temporary Lead Agent vacancies which the Company decides to fill will be offered as follows:

(a) The senior full-time employee within the classification group and within the duty assignment where the vacancy exists.

(b) The senior qualified full-time employee within the classification group and outside the duty assignment where the vacancy exists.

3. Temporary full-time positions may be covered with temporary upgrades for duration not to exceed one hundred eighty (180) days. By agreement of the Company and the Union, employees occupying temporary upgrades may be extended for a period not to exceed an additional one hundred eighty (180) days.

4. In the event it is necessary to eliminate a temporary full-time position, the junior employee occupying a temporary full-time position will be reduced to his former status. When the position eliminated is not occupied by the more junior employee and a realignment between duty assignments is necessary, that realignment will be accomplished provided the more senior employee is qualified.

F. In-Station Transfer Bid File

1. Each covered station shall maintain a file for in-station transfer requests. Employees within the location desiring transfer to a different duty assignment within the classification and within the classification group are required to submit transfer requests on the appropriate Company form. In-

station transfer requests will remain valid through December 31 of the year in which they are submitted. Transfer requests will be accepted on or after December 20 to be valid the next calendar year.

2. An employee with a bid on file will be awarded and required to accept the position and all other in-station transfer requests on file will be discarded.

3. An employee awarded an in-station transfer is required to remain in the new position and/or duty assignment for a period of six (6) months, but is eligible for system transfers.

G. System Transfer Bid File

1. The Director of Station Administration shall maintain a file for system transfer requests. Employees desiring transfer to positions in different locations or classification groups are required to submit transfer requests on the appropriate Company form. System transfer requests will remain valid for a period of one (1) year from the date the request is received.

2. System transfer offers to other locations shall be communicated to the employee's station management. Employees will have until 5:00 p.m. Eastern Time the following business day to respond to the system transfer offer. Employees may file a proxy on the designated Company form with their Station Director/Manager, or his designee. The proxy will give the manager, or designee, the authority to accept or refuse the transfer offer on the employee's behalf in the event the transfer offer is made and the employee cannot be contacted within the time frame prescribed above. In the event the employee cannot be contacted and does not have a proxy on file, the employee will be bypassed and will be considered to have refused the transfer offer.

1 3. Employees refusing a system transfer offer will be
2 prohibited from submitting a system transfer request
3 to any location or classification group for a period of
4 six (6) months and all other transfer requests on file
5 will be discarded. The six (6) month restriction will
6 be lifted prior to considering applicants from outside
7 the Company.

8
9 4. Employees awarded system transfers to other
10 locations or classification groups will be scheduled
11 to report for work at the new location immediately,
12 but no later than fourteen (14) calendar days after
13 notification of the award as determined by the
14 Company. Reasonable time off up to three (3) days
15 for relocation purposes to a different location may be
16 requested by the employee and will be granted
17 where appropriate as unpaid. These employees will
18 pay all moving and settlement expenses.

19
20 5. Employees awarded a system transfer are required to
21 remain in the new location and classification group
22 for a period of one (1) year and all other transfer
23 requests on file will be discarded, except for full-
24 time Agent and Lead Agent positions within the
25 classification group in the new location.

26
27 H. An employee may submit as many in-station or system
28 transfer bids as they wish except as otherwise provided for in
29 this Agreement. Employees may also withdraw in-station or
30 system transfer bids by written request to the appropriate
31 Company official anytime prior to being offered a transfer.

32
33 I. Employees on level three (3) of the progressive discipline or
34 attendance control programs are not eligible for any system
35 transfers.

36
37 J. Employees transferring through the in-station or system
38 transfer bid procedures will assume the available shifts/days
39 off in the new location, position and/or duty assignment until
40 the next schedule bid.

41

- 1 K. Probationary employees are ineligible for in-station or
2 system transfer, except that a probationary employee will
3 receive consideration before a new employee.
4
- 5 L. Where the total complement of employees does not change
6 within a station and classification within a classification
7 group, but a reallocation of employees is required between
8 duty assignments there is no vacancy deemed to exist for
9 system bidding purposes.
10
- 11 M. The Union shall be notified in writing of the name, location,
12 Seniority Date and effective date of each employee awarded
13 a system transfer. The Company will post these awards at all
14 stations on a monthly basis.

Article 9 - Reductions in Force, Displacements and Recall**A. Station Workforce Realignment****1. Lead Agents**

When a station reduction requires a realignment of the existing Lead Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open Lead Agent lines exist within the classification group. If there are no open Lead Agent lines, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior Lead Agents within the classification group. If the affected employee is the junior Lead Agent, he will be covered by Paragraph A.2 of this Article.

2. Full-time Agents

When a station reduction requires a realignment of the existing full-time Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open full-time Agent lines exist within the classification group. If there are no open full-time Agent lines within the station, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior full-time employee within the classification group.

When a station Agent full-time reduction is accomplished and a Lead Agent is among the affected employees based on Classification Seniority, then the Lead Agent will be displaced by the senior qualified full-time employee within the classification group who submits an in-station transfer bid to the Lead Agent position and duty

1 assignment as outlined in Paragraph B.2 (c) of this
2 Article.

3
4 3. Part-time Employees

5
6 When a station reduction requires a realignment of
7 the existing part-time workforce between duty
8 assignments, affected employees will be permitted to
9 bid, in Classification Seniority order, available duty
10 assignments within the station where open part-time
11 lines exist within the classification group. If there
12 are no open part-time lines, employees will be
13 permitted to bid, in Classification Seniority order,
14 the lines of work occupied by the station's junior
15 part-time Agents within the classification group.

16
17 4. Employees affected by Reduction in Force who do
18 not elect a lower classification group (MDA) will be
19 ineligible to bid for those positions in their location
20 for a period of twelve (12) months.

21
22 B. System Displacements

23
24 1. Individuals to be furloughed or displaced shall be
25 given at least fourteen (14) calendar days notice, or
26 ten (10) days pay in lieu thereof. However, such
27 notice requirement may be waived in cases of an act
28 of God, war emergency, revocation of the
29 Company's operating certificate, a grounding of
30 Company aircraft, or any strike or picketing.

31
32 2. Full-Time Employees

33
34 (a) After station realignment of manpower has
35 been completed as outlined in Paragraph A.
36 of this Article, the affected junior full-time
37 employees in the classification group and
38 location based on Classification Seniority
39 who have completed their probationary
40 periods will:
41

1 (1) Be permitted to bid, in
2 Classification Seniority order,
3 available full-time Agent positions
4 in other stations. If there are
5 insufficient available full-time
6 positions, employees may displace,
7 in Classification Seniority order, the
8 most junior full-time employees on
9 the system; or

10
11 (2) Be permitted to bid, in
12 Classification Seniority order,
13 available part-time positions at the
14 station. If there are insufficient
15 available part-time positions,
16 employees will be permitted to bid,
17 in Classification Seniority order, the
18 lines of work occupied by the
19 station's most junior part-time
20 Agents; or

21
22 (3) Accept furlough.

23
24 (b) Full-time employees may displace part-time
25 employees in their station, as described in
26 Paragraph B.2 (a) (3) above, only if they are
27 senior to the part-time employee.

28
29 (c) In the event the system reduction includes
30 employees occupying Lead Agent positions,
31 then the affected Lead Agent will be
32 displaced by the senior qualified full-time
33 employee within the classification group
34 who submits an in-station transfer bid to the
35 Lead Agent position within three days of the
36 reduction notice.

37
38 (d) Displaced full-time employees who are
39 awarded full-time positions at other stations
40 and who refuse the award will be deemed to
41 have resigned from the Company.
42

(e) Furloughed employees will be prohibited from submitting system transfers for a period of twelve (12) months from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations. Employees will also be prohibited from submitting system transfers for a period of twelve (12) months to part-time positions in their location if they had sufficient seniority to displace to part-time.

(f) Employees who have not completed their probationary period will be released.

(g) Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.

3. Part-Time Employees

(a) A reduction in the part-time workforce within a location shall be in reverse order of Classification Seniority. Part-time employees who have completed their probationary periods and are affected by a reduction-in-force (or displaced by an affected full-time employee from the station) will:

(1) Be permitted to bid, in Classification Seniority order, for available part-time positions in other stations; or

(2) Accept furlough.

(b) Displaced part-time employees who are awarded part-time positions at other stations

and who refuse the award will be deemed to have resigned from the Company.

(c) Furloughed employees will be prohibited from submitting system transfers for a period of one (1) year from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations.

(d) Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.

(e) Employees who have not completed their probationary period will be released.

C. Recall

1. Recalls of furloughed and displaced employees shall be in Classification Seniority order.
2. Employees who are recalled from furlough shall be required to report for duty within fifteen (15) days following the offer of recall.
3. Furloughed employees shall maintain recall for a period of four (4) years. Displaced employees shall maintain all recall rights. Furloughed employees will be responsible to provide their Station Directors/Managers with their current address and telephone number. Displaced employees who resign from any position with the Company shall forfeit all recall rights and shall have their names removed from the seniority roster.
4. Furloughed and displaced full-time employees shall have recall rights to full-time position within the classification group and station from which they were displaced. Furloughed and displaced full time employees shall have recall rights to part-time

positions within the classification group and station from which they were furloughed/displaced only if they did not have sufficient seniority to displace to part-time.

(a) Furloughed and displaced full-time employees who refuse part-time recall shall forfeit any further part-time recall, but shall not forfeit full-time recall.

(b) Displaced full-time employees who refuse full-time recall to the station from which they were displaced will forfeit all recall rights to that station.

(c) Furloughed full-time employees who refuse full-time recall to the station from which they were displaced shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.

5. Displaced part-time employees who refuse part-time recall to the station from which they were displaced shall forfeit any further recall to that station. Furloughed part-time employees who refuse part-time recall to the station from which they were displaced shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.

6. Employee's furloughed/displaced from a location that is closing will be given the option of selecting a new location for recall within the same classification group. The new location is chosen at the time the location closes and may only be changed if the employee is affected in the same classification group as a result of another location closing. Employees from closed locations will be placed on the recall list within their classification group for their new location, along with employee's furloughed/displaced from the location, in seniority

order. These employees will also maintain all recall rights to the closed location.

7. Employees affected by furlough, displacement or a Reduction in Force who do not elect a lower classification (MDA) will be ineligible to bid for those positions in their location for a period of twelve (12) months.

8. Furloughed employees whose recall rights have expired shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.

9. Employees returning from involuntary furlough will return to the first step of the pay scale if the period of furlough is sixty (60) or more consecutive days.

D. Voluntary Furlough

Eligibility

- Full-time and part-time employees are eligible to apply for voluntary furloughs when there are employees currently possessing recall rights to the location. or during a displacement process.
- Voluntary furloughs awarded by the Company will be awarded in seniority order within the location. An employee requesting voluntary furlough will be advised that the possibility of recall to their position depends on the availability of an open position, their relative seniority, and the duration of their recall rights.

Conditions

Employees awarded a voluntary furlough will:

- Be placed on furlough and will retain recall rights for a period of four (4) years to a Fleet Service Agent position at the location from which they were furloughed;
- Accrue Date of Hire/Classification Seniority for a period of four (4) years from the effective date of furlough;
- Be advised that, the employee may be eligible for unemployment compensation s determined by their local unemployment agency;

- Be eligible for system transfers. Employees who are awarded system transfers to other locations will relinquish recall to the former location from which they took voluntary furlough;
- Be eligible to bid for positions posted through the Career Opportunity Bulletin (COB) system. Employees on a voluntary furlough who are awarded a COB position will relinquish recall rights to their former classification and location;
- Not be entitled to any furlough allowance;
- Not be eligible to submit a request for a voluntary furlough for a period of twelve (12) months from the effective date of return to work from a previous voluntary furlough status;
- Receive payment for or have applicable deduction for vacation;
- Continue to be responsible for the employee's portion of applicable medical/dental and life insurance premiums for a period of ninety (90) days. The Company will continue to pay the Company's portion of the cost of the applicable medical/dental and life insurance for a period of ninety (90) days;
- Receive on-line travel benefits for the employee and eligible family members for a period of twenty-four (24) months following the effective date of furlough. These employees are not eligible for travel benefits on other airlines and companion pass travel is not available during furlough.

Recall

- Employees on voluntary furloughs will be placed at the bottom of the appropriate recall list for the location.
- Employees may be recalled from a voluntary furlough if the needs of the Company dictate, in inverse order of seniority. Employees who refuse recall from voluntary furlough will be deemed to have resigned from the Company and have their name removed from the seniority roster.
- Employees accepting recall to another location will relinquish recall rights to the location from which they took voluntary furlough.

- 1 • Employees, with five (5) years or more of credited
2 service, who are awarded a voluntary furlough and who
3 reach age fifty-five (55), may retire from voluntary
4 furlough status and receive retirement benefits (e.g.,
5 medical, dental, and term pass benefits) provided that at
6 the time of the retirement request there is an available
7 system vacancy in the classification and status (full-time
8 or part-time) that the employee occupied at the time they
9 were granted the voluntary furlough and recall rights have
10 not expired.

1 **Article 10 - Furlough Benefits**

2
3 A. Furlough Allowance

4
5 1. Furlough allowance is paid to employees who are
6 furloughed as a result of a reduction-in-force and for
7 no other reason. The Company shall not be liable for
8 furlough allowance where reductions-in-force are
9 the result of an act of God, war emergency,
10 revocation of the Company's operating certificate, a
11 grounding of Company aircraft, or any strike or
12 picketing.

13
14 2. Full-time employees who have completed two (2) or
15 more years of service, based on Hire Date, on the
16 date furloughed will receive furlough allowance at
17 the rate of one (1) week's pay for each completed
18 year of service, up to a maximum of fifteen (15)
19 weeks. A week of furlough allowance is computed
20 on the basis of the employee's base straight time
21 hourly rate at the time of furlough, multiplied by
22 forty (40) hours.

23
24 3. Part-time employees who have completed two (2) or
25 more years of service, based on Hire Date, on the
26 date furloughed will receive furlough allowance at
27 the rate of one (1) week's pay for each completed
28 year of service, up to a maximum of ten (10) weeks.
29 A week of furlough allowance is computed on the
30 basis of the employee's straight time hourly rate,
31 multiplied by the average number of regularly
32 scheduled work hours per week during the preceding
33 fifty-two (52) weeks, excluding overtime hours,
34 extra hours and shift swap hours on or off.

35
36 4. Furlough allowance is paid in successive pay periods
37 immediately following the effective date of the
38 furlough until the employee has returned to work or
39 the entitlement is exhausted, whichever occurs first.

40
41 B. Furloughed employees will receive a lump sum payment for
42 accrued, unused vacation days. This payment will be made at

1 the later of the employee's final paycheck or the employee's
2 final furlough allowance payment. Vacation days taken in
3 advance of accrual will be deducted from the employee's
4 final paycheck. Sick bank days are not paid.

5
6 C. Medical/Dental and Life Insurance Benefits

- 7
8 1. Full-time: the Company will continue to pay the
9 Company's portion of the cost of applicable
10 medical/dental and life insurance for a period of time
11 equal to the sum of: (1) duration of the furlough
12 allowance, if any, and (2) ninety (90) days.
13
14 2. Part-time: the Company will continue to pay the
15 Company's portion of the cost of applicable
16 medical/dental and life insurance for a period of time
17 equal to the duration of the furlough allowance, if
18 any.
19
20 3. Furloughed employees are responsible to continue
21 payment of the employee's portion of the cost of
22 applicable medical/dental and life insurance during
23 the extension periods as described in Paragraphs C.1
24 and C.2 above.

25
26 D. On-line travel benefits for the employee and eligible family
27 members will extend for a maximum of three (3) years
28 following the effective date of furlough. Furloughed
29 employees are not eligible for transportation on other airlines
30 and companion pass travel is not available during furlough.
31

32 E. Furloughed employees who have been returned to work and
33 are again furloughed within a one-year period will receive
34 any unused furlough and benefits allowance remaining from
35 the previous furlough.
36

37 F. An employee who has returned to the service of the
38 Company and who has completed one (1) year of
39 compensated service after such return and who is again
40 furloughed under conditions entitling him to furlough
41 allowance as described in Paragraph A.2 and A.3 above,
42 shall be entitled to:

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1. Any previously unused furlough allowance, or if it results in a greater amount, up to five (5) weeks of furlough allowance computed as provided for in this Article based upon his total compensated service prior to his return.
 2. An amount computed on his years of compensated service with the Company beginning one year following the date of such return to the Company's service.
- G. Employees, with five (5) years or more of credited service, who are furloughed and who reach age fifty-five (55), may retire from furlough status, provided recall rights have not expired, and receive retirement benefits (e.g. medical, dental, and term pass benefits).

Article 11 - Medical Examinations

A. Employees may be required to submit to a Company paid medical examination at the time of employment and any time the Company determines that an employee's physical or mental condition may impair the performance of his duties or poses a safety hazard to himself, other employees, or customers. The employee, upon request, shall be furnished a copy of the Company's medical examiner's report.

B. Any information obtained by or as a result of a Company's medical examination shall be strictly confidential between the Company, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee.

C. Any employee who fails to pass a Company medical examination shall, at his option, have a review of his case as follows:

1. The employee may employ a qualified medical examiner, of his own choosing and expense, for the purpose of conducting a physical/mental examination covering the problem(s) and/or conditions covered by the medical examiner employed by the Company which found the employee unfit for duty.

2. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company; and in the event that such findings verify the findings of the medical examiner employed by the Company, no further review of the case shall be afforded.

3. In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two medical examiners agree upon and appoint a third qualified and neutral medical examiner, preferably a

1 specialist, for the purpose of making a further
2 medical examination of the employee to determine
3 his fitness for duty.
4

5 4. The said neutral medical examiner shall then make a
6 further examination of the employee in question, and
7 the case shall be settled on the basis of such
8 findings. Copies of such medical examiner's report
9 shall be furnished to the Company and to the
10 employee.
11

12 5. The expense of employing a neutral medical
13 examiner shall be borne one-half (1/2) by the
14 employee and one-half (1/2) by the Company.
15

16 D. When an employee is removed from service by the
17 Company as a result of his failure to pass the Company's
18 medical examination and appeals such action under the
19 provisions of this Article, he must, in order to be considered
20 for lost time, appeal within fourteen (14) days of receipt of
21 the Company's medical examiner's report. If, under the
22 provisions of this Article, his removal from service is
23 ultimately found to be unwarranted, he will be paid
24 retroactively for time lost in the amount that he would have
25 earned in his regularly scheduled work shifts, except to the
26 extent he has unreasonably delayed the medical examination
27 process.
28

Article 12 - Leaves of Absence

A. Employees will be eligible for the following leaves of absences: family medical, medical, personal, adoption, jury, military, bereavement, Union and political. Such leaves will be administered in accordance with Company policy. The terms and conditions of the leave must be described in writing and provided to the employee at the onset of the leave.

A. Family Medical Leave: Employees will be eligible for leave from work pursuant to the terms of the Family Medical Leave Act (FMLA) of 1993. Employees are required to exhaust all paid leave, including accrued vacation prior to being placed on unpaid medical leave for non OJI approved FMLA. Employees may not use sick leave to supplement OJI FMLA but must use accrued vacation for FMLA OJI prior to being placed on unpaid medical leave and may use accrued vacation for non FMLA OJI prior to being placed on unpaid medical leave.

C. Medical Leave: An employee unable to work due to personal illness or injury, physical disability or pregnancy may apply for a medical leave of absence, using the Company specified form. The Company may require such leave to run concurrently with Family Medical Leave. Such application must be accompanied by a physician's explanation of the condition, physical limitations, prognosis for recovery and the length of time the employee will be out of work.

Approved leaves will be for a period of not more than ninety (90) days. Extensions of ninety (90) day increments will be considered when accompanied by the required documentation. Any employee who remains on leave status in excess of three (3) years shall be deemed to have resigned his position, and shall be removed from the seniority roster.

D. Personal Leave: A request for a personal leave of absence shall be considered on its merits, and balanced against the needs of the service. The Company may require such leave to run concurrently with Family Medical Leave. Application for such leave will be made on the Company specified form

1 and submitted to the Company, with a copy to the local
2 Union representative. Such leave of absence, if granted, will
3 be for a period of not more than ninety (90) days. Subject to
4 the same criteria, the employee may be eligible for one (1)
5 ninety (90) day extension.
6

7 E. Adoption Leave: An employee who chooses to adopt a child
8 may request an unpaid adoption leave of absence. The leave
9 will be granted if the adoption agency and/or adoption laws
10 governing the geographical location where the employee
11 resides require that the employee does not work for an
12 additional specified period of time after having taken
13 custody of the child. Evidence of such requirement must be
14 presented to the Company at the time the written request for
15 the leave is made. The leave will commence on the date the
16 employee takes custody of the child and will continue until a
17 court of competent jurisdiction issues, or refuses to issue, a
18 decree declaring the employee the legal parent of the child.
19 The Company may require such leave to run concurrently
20 with Family Medical Leave.
21

22 F. Jury Duty: Employees will be granted time away from work
23 for jury duty, when such event is documented by submission
24 of a court notice. The employee will receive the difference
25 between his regular pay and the actual payment received for
26 jury duty (excluding expense reimbursement). Employees
27 must provide proof of jury duty service and verification of
28 the amount of payment received to the Payroll Department
29 immediately upon receipt of jury duty payment.
30

31 Employees assigned to jury duty will not be required to
32 report for work on any day that the jury duty work requires
33 more than two (2) hours. While serving on jury duty, should
34 the employee be released within two (2) hours of reporting
35 for such duty, he will be required to report for work to
36 complete the remainder of his shift for the day.
37

38 Employees will remain on their normal shift and scheduled
39 days off, except when jury duty extends beyond five (5)
40 calendar days. In these instances, scheduled days off will be
41 reassigned to Saturday and Sunday for the duration of the
42 jury duty.

1
2 G. Military Leave: Employees will be permitted unpaid leave
3 from the Company for military service. Terms and
4 conditions of the leave, and the return to duty, will be those
5 established by law.
6

7 Employees will receive a maximum of ten (10) paid working
8 days off within a fourteen (14) calendar day period in a
9 calendar year for reservist training that will not count against
10 the employee's vacation. Employees working a four day
11 workweek will receive a maximum of eight (8) paid working
12 days off within a fourteen (14) calendar day period in a
13 calendar year for reservist training that will not count against
14 the employee's vacation. The Company will pay the
15 employee the difference between his regular pay, excluding
16 shift premium, and the amount received from the military.
17 Employees will be required to provide the Company with a
18 copy of their reserve training orders and will be required to
19 submit to the Company proof of the amount of pay received
20 from the military within seven (7) days after the employee
21 returns. This amount (excluding expenses) will be deducted
22 from the employee's next pay check.
23

24 H. Bereavement Leave: Upon providing proper documentation,
25 employees shall be allowed three (3) work days off without
26 loss of pay if they suffer a death in their immediate family.
27 Immediate family for the purposes of this Paragraph shall
28 include: father or step-father (one only), mother or step-
29 mother (one only), spouse, child, brother, sister, father-in-
30 law, mother-in-law, the employee's grandparents, the
31 employee's grandchildren or any legal dependent residing in
32 the employee's household.
33

34 I. Union Leave: Employees accepting full-time employment
35 with the Union shall, during such employment, be granted an
36 indefinite unpaid leave of absence by the Company. Such
37 leave will not affect the seniority status of the employee. The
38 employee selected as Assistant General Chairman shall have
39 all employee benefits continue in effect during such leave.
40

41 J. An employee on a leave of absence who engages in other
42 employment or uses the time of leave for purposes other than

1 that for which it was granted without specific written consent
2 from the Company or does not provide management with
3 current information as to their status upon request or does
4 not return upon completion of the approved leave, will be
5 deemed to have resigned and his name will be stricken from
6 the seniority roster.
7

8 K. Political Leave: Any employee elected or appointed to a
9 full-time Federal or State governmental office will be
10 granted a political leave of absence not to exceed the term of
11 office, or subsequent reelection or reappointment. The
12 application for a political leave must be made in writing to
13 the Company, with a copy to the Union. An employee
14 granted a political leave will retain and accrue classification
15 seniority for the period of the leave, however, no other
16 Company benefits or privileges will be granted or accrued.
17 Employees granted a political leave must give thirty (30)
18 days notice of intent to return.

Article 13 - Sick Leave

A. Employees earn sick leave per calendar month for the months of January, March, April, May, July, August, September, November and December up to a maximum of seventy-two (72) sick leave hours per year for full-time employees and nine (9) sick leave days per year for part-time employees. There will be a maximum accrual cap of one thousand, four hundred (1,400) hours for full-time employees, and one hundred seventy-five (175) days for part-time employees in an employee's sick leave bank. To be eligible for sick leave accrual for the month, an employee must be active (not on a paid or unpaid leave of absence including occupational injury) for the majority of days in the calendar month. Employees receiving furlough allowance will not be eligible to accrue sick leave.

1. Eligible full-time employees accrue eight (8) hours of sick leave for each accrual month whether working a five (5) day, or a four (4) day workweek and regardless of the shift length. Sick leave is to be used in accordance with Paragraph B. below.

2. Eligible part-time employees accrue one (1) day of sick leave for each accrual month, whether working a five (5) day or a four (4) day workweek, and regardless of the shift length. A sick day is to be used in accordance with Paragraph B. below.

B. Accrued sick leave is used to compensate employees for absences due to personal illness or injury only (off the job). Sick leave will not be used to supplement statutory benefits for OI. Employees eligible to use accrued sick time will be paid at fifty percent (50%) of the employee's scheduled hours for the first three (3) days of each occurrence and decremented at a fifty percent (50%) rate. Full-time employees who have eight hundred (800) or more hours in their sick leave bank on the date of the sick leave occurrence and part-time employees who have one hundred (100) or more days in their sick leave bank on the date of the sick occurrence will be paid one hundred (100 %) percent and decremented one hundred (100 %) percent from their sick

bank. Employees hospitalized overnight within the first three (3) days of any occurrence will have applicable sick leave days paid at one hundred (100 %) percent.

1. Full-time employees eligible to use sick leave, use sick leave in increments of full hours.

2. Part-time employees, eligible to use sick leave, use sick leave for absences will use the following chart when converting pay hours to the number of days to be deducted from his sick bank:

<u>Number of pay hours</u>	<u>Number of days deducted</u>
Less than 3 hours	0.5 day
3 to 6 hours	1.0 day
More than 6 but less than 9 hours	1.5 days
9 to less than 12 hours	2.0 days
12 to less than 15 hours	2.5 days
15 or more	3.0 days

3. Notwithstanding Paragraph B.2 above, a part-time employee, eligible to use sick leave, with regularly scheduled shifts of less than three (3) hours will have one (1) sick leave day deducted from his sick leave bank when absent for his regularly scheduled shift.

C. Sick occurrences under these procedures may subject employees to departmental attendance control procedures. An employee reporting off work sick is required to notify his supervisor (or designee) and disclose the nature of the unscheduled absence as far in advance as possible, but no later than the time established by local management. Employees will not be compensated when unscheduled absences are not reported within the established timeframes, however, such absences will be considered an attendance occurrence.

D. Employees covered by this Agreement and the Union recognize the obligations of employees of being truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges. Employees may be required to present

confirmation of illness and the Company reserves the right to require, when in doubt of *bona fide* claim, a physician's certificate to confirm such sick claim. Abuse of sick leave privileges may subject the employee to disciplinary action up to and including termination.

E. Employees are required to exhaust all paid leave prior to being placed on unpaid medical leave for non OJI(and non-FMLA), and are required to exhaust all paid leave, including accrued vacation, for non-OJI approved FMLA prior to being placed on unpaid medical leave. Employees may not use sick leave to supplement OJI medical leave but must use accrued vacation for FMLA OJI and may use accrued vacation for non-FMLA OJI.

F. Employees on a medical leave of absence will not continue Company paid benefits beyond one hundred twenty (120) days from their last paid date, except that employees on medical leave as a result of an occupational injury will have medical/dental benefits extended for nine (9) months after the last compensated day provided the employee continues to pay his/her portion of the cost.

G. The employee's current Catastrophic Bank, if any, will be converted to sick leave on January 1, 2000. Employees who have more than one hundred seventy-five (175) days in their catastrophic bank to be converted to sick leave days will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the one hundred seventy-five (175) day maximum cap.

H. Full-time employees transferring to part-time, or displaced to part-time, will have their full-time sick leave converted to part-time by dividing the number of full-time sick leave hours by four (4) on the effective date of the transfer. The result is the number of days in the employee's part-time sick leave bank. If the result exceeds one hundred seventy-five (175) days, the employee will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the one hundred seventy-five (175) day maximum cap.

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I. Part-time employees transferring to full-time, or recalled to full-time, will have their sick leave converted to full-time by multiplying the number of part-time sick days by four (4) hours on the effective date of the transfer. The result is the number of hours in the employee's full-time sick leave bank.

Article 14 - Holidays

A. The following days are designated paid holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. The holidays affected by the Federal Holiday Act are observed on the date established by Federal Law. Employees receiving furlough will not be eligible for holidays.

Effective January 1, 2009, Martin Luther King Day will be added as a designated holiday.

B. When a full complement is not required on a holiday, the day off is offered on a basis of classification seniority within the classification, duty assignment, and starting time of the shift. Requests for the day off must be received at least fourteen (14) calendar days prior to the holiday.

C. For pay purposes the holiday period shall be the twenty-four hour period beginning at 0001 local time and will include all consecutive time worked for any shift begun during this period.

D. An employee on active pay status who is scheduled to work on a holiday and fails to work due to illness or injury shall receive holiday pay computed at his straight time rate (excluding shift premium) for that day. There shall be no charge to his accrued sick leave. The unscheduled absence will be an attendance occurrence.

E. If a holiday falls within an employee's vacation period, he will receive eight (8) hours of extra pay at straight-time rates in lieu of the holiday, whether working a five (5) day, or a four (4) day workweek and regardless of the shift length.

F. Employees will receive straight-time pay for regularly scheduled hours worked on a holiday. In addition each employee on active pay status will receive holiday pay for holidays at his regular rate of pay or such employee may elect to receive compensatory time as provided for below and in Paragraph G. of this Article. Holiday pay is defined as follows:

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1. For full-time employees holiday pay will be equal to eight (8) hours of pay, or converted to eight (8) hours of compensatory time, whether working a five (5) day workweek, or a four (4) day workweek and regardless of the shift length.

2. For part-time employees scheduled to work, holiday pay will be equal to the number of paid hours the employee was scheduled to work or converted to an equal number of compensatory time hours. For part-time employees not scheduled to work, holiday pay will be equal to the daily average of regularly scheduled paid hours for the week.

G. Compensatory time may be accrued up to a maximum of forty (40) hours as described in Paragraphs F.1 and F.2 above. Requests for compensatory time off must be submitted subject to local policy and will be granted based on the needs of service.

Article 15 - Vacations

A. During the first calendar year of service, full-time employees earn eight (8) hours of vacation, and part-time employees earn one (1) day of vacation, for each full calendar month of employment, up to a maximum of eighty (80) hours for full-time and ten (10) days for part-time (no days are earned in June or October). In the first month of hire, credit will be given if hired on or before the fifteenth (15th) of that month. Probationary employees are not eligible for vacation credit or accrual until completion of ninety (90) workdays of service, at which time accrual will be retroactive.

B. Following the employee's first calendar year of service, the amount of vacation earned increases as the employee begins the years of service designated in 15.B.1 and 15.B.2 below:

1. Full-Time Employees - (effective January 1, 2009)

When Empls. Begin <u>Their</u>	Monthly <u>Accrual</u>	Max. Yearly <u>Accrual</u>
1st yr of service	8 hours	80 hours
5th yr of service	12 hours	120 hours
14th yr of service	16 hours	160 hours

(Note: Employees do not accrue vacation in the months of June and October.)

2. Effective January 1, 2009, eligible part-time employees scheduled to work a five (5) day workweek for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for five (5) day workweeks. Eligible part-time employees scheduled to work a 4 (four) day workweek for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for four (4) day workweeks.

Should the part-time employee work an equal number of four (4) day and five (5) day workweeks in the accrual month, the employee will accrue according to the five (5) day workweek chart below. For the purposes of this provision, workweeks shall be considered within the month based on the first day of the workweek (Monday). For example, a

workweek beginning on Monday, April 28, would be considered an April workweek to determine the accrual rate.

PART-TIME EMPLOYEES WORKING 5 DAY WORKWEEKS

When Empls. Begin <u>Their</u>	Monthly <u>Accrual</u>	Max. Yearly <u>Accrual</u>
1st yr of service	1 day	10 days
5th yr of service	1.5 days	15 days
14th yr of service	2.0 days	20 days

(Note: Employees do not accrue vacation in the months of June and October.)

PART-TIME EMPLOYEES WORKING 4 DAY WORKWEEKS

When Empls. Begin <u>Their</u>	Monthly <u>Accrual</u>	Max. Yearly <u>Accrual</u>
1st yr of service	0.8 days	8 days
5th yr of service	1.2 days	12 days
14th yr of service	1.6 days	16 days

(Note: Employees do not accrue vacation in the months of June and October.)

C. To be eligible for vacation accrual for the month, an employee must be active (not on a paid or unpaid leave of absence including occupational injury) for the majority of days in the calendar month. Employees receiving furlough allowance will not be eligible to accrue vacation.

D. Vacation pay is computed at the employee's regular rate of pay. For full-time employees a vacation day will be equal to the scheduled hours for the day.

1. For part-time employees, the vacation day will be equal to the number of paid hours for which the employee was scheduled to work.

2. For part-time open-time employees, vacation pay for each vacation day during the vacation period will be equal to the daily average of the regularly scheduled paid hours the previous week. For a DAT vacation day, the day will be equal to the number of regularly

1 scheduled paid hours for which the employee was
2 scheduled to work.

3
4 E. In Class I stations, Vacations will be bid separately for full-
5 time and part-time employees and will be awarded on a
6 classification seniority basis. In Class II stations, vacations
7 for full-time and part-time employees may be bid together
8 and will be awarded on a classification seniority basis. The
9 number of employees from each classification/duty
10 assignment permitted off at any time may be restricted based
11 on the needs of service. Vacation bids may be bid separately
12 by classification and/or duty assignment.

13
14 F. Vacations will be bid for the full calendar year and must be
15 posted and bid by December 15 of the prior year. Vacations
16 will be bid in full week increments on a single round basis
17 and will be posted with all weeks beginning on Mondays.

18
19 G. Eligible full-time employees may elect to use up to eighty
20 (80) hours, and eligible part-time employees may elect to use
21 up to ten (10) days, of earned vacation time to be taken as
22 Day-At-a-Time (DAT) vacation as provided for in Paragraph
23 N. Prior to bidding vacation for the following year,
24 employees will be required to designate the number of
25 vacation weeks they will bid and the number of DAT
26 hours/days they will set aside.

27
28 H. Awarded vacations periods will be scheduled concurrent
29 with the employee's regularly scheduled days off. These
30 vacation periods will be assigned before or after the
31 scheduled days off, so that the majority of the vacation days
32 fall during the week that was awarded. Regularly scheduled
33 days off for an open-time employee for an awarded vacation
34 period will be Saturday and Sunday. The Company will
35 adjust an open-time employee's days off for the week
36 following the vacation period to be Monday and Tuesday, if
37 the employee was unable to successfully bid either Saturday
38 and Sunday off the week prior to the awarded vacation
39 period or Monday and Tuesday off the week following the
40 awarded vacation period.

41

1 I. Vacations will be taken in the year earned. Employee
 2 vacation accruals in the current year may be taken in
 3 advance of time earned. If an employee terminates before the
 4 vacation time is actually earned, the unearned time will be
 5 deducted from his final paycheck.

6
 7 J. Trading of vacation periods is not permit Article 15 r,
 8 during a calendar year, vacation periods of five (5) days or
 9 more that are available or become available, may be awarded
 10 to the senior Agent with a preferential bid on file for that
 11 vacation time period. This provision shall be subject to the
 12 needs of service and will not apply when the Company has
 13 less than 30 days notice of such vacated vacation period.

14
 15 K. Agents transferring to a different station or different vacation
 16 bid area or part-time employees awarded permanent full-
 17 time vacancies or full-time employees awarded part-time
 18 vacancies or Agents promoted to premium classifications
 19 shall be allowed to reschedule their vacation period(s) to
 20 available vacation weeks if their previous bid vacation
 21 periods are not available. If sufficient vacation weeks are not
 22 available, the Company will designate additional vacation
 23 weeks sufficient to accommodate the employee's remaining
 24 vacation weeks.

25
 26 L. Vacation earned but not taken during the calendar year will
 27 be paid during the first quarter of the following year. These
 28 days will be paid at the employee's rate of pay on December
 29 31 of the calendar year in which they were earned.

30
 31 M. Prior to implementation of this Vacations Article in January
 32 1, 2000, employees with existing PDO/Reserve Bank
 33 balances must choose one of the following options:

- 34
 35 1. Be paid for such balance at the employee's rate of
 36 pay on their last active day with the Company; or
 37
 38 2. Be paid for such balance as a lump sum payment in
 39 the first quarter of 2000; or
 40
 41 3. Convert the days to sick leave.
 42

1 The above conversion will be accomplished on a one time
2 basis and once the selection is made, changes after selection
3 will not be permitted.
4

5 N. Employees will be required to bid a minimum of two (2)
6 weeks vacation annually. DAT vacation requests must be
7 submitted in writing by the employee no later than three (3)
8 days prior to the requested day off. DAT vacation requests
9 will be granted based on the needs of service in seniority
10 order within the classification, duty assignment and shift. An
11 employee will not be eligible for DAT vacation when on a
12 scheduled day off, a Company recognized holiday, during a
13 scheduled vacation period, or during a shift swap to work.
14

15 O. Upon an employee's termination or retirement from the
16 Company, unused accrued vacation will be paid at the
17 employee's current rate of pay.
18

19 P. Employees who fail to bid will be bypassed. Bypassed
20 employees who report late for bidding will be permitted to
21 select from any remaining open vacation weeks at the time
22 they report for bidding. Bypassed employees who fail to
23 report for bidding during the bid process will be assigned
24 vacation weeks from the remaining open vacation weeks.
25

26 Q. Employees who have a negative vacation balance at the end
27 of the year or upon their resignation or retirement, will be
28 required to repay the days through payroll deduction.

Article 16 - Limited Duty

Limited duty may be offered to employees for up to a maximum of sixty (60) workdays per injury or disability, as determined by the Company's Customer Service Department Limited Duty policy. An occupationally injured employee is required to accept a limited-duty position provided he is qualified and the duties of the position do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified.

Article 17 - Probation

- A. An employee shall be on probation for the first ninety (90) active workdays.
- B. During probation, the employee's work schedule will be set by the Company.
- C. The Company has no responsibility to re-employ any employee separated for any reason during the probationary period. Probationary employees separated from the Company lose all accrued seniority.
- D. Probationary employees are not eligible for vacation or sick leave credit or accrual until completion of ninety (90) workdays of service, at which time vacation and sick leave accrual will be retroactive.

Article 18 - Uniforms

Employees are required to wear a uniform while on duty in compliance with Company uniform dress code standards.

A. Employees are required to purchase the initial basic uniform issues, except where laws require the Company to pay for costs of providing and replacing uniforms.

B. Payroll deductions in the amount of \$10.00 per pay period for full-time employees, and \$5.50 per pay period for part-time employees, will be made for purchase of basic issue uniform items.

C. Basic issue uniform pieces will be replaced at Company expense based on appearance and wear, or approximately every eighteen (18) months.

D. Employees may purchase uniform pieces in addition to the required basic issue at their own expense at any time.

E. Uniform pieces, which are damaged beyond repair by aircraft fluids, cargo, cargo bins, etc., will be replaced with the Company paying the full cost of replacement.

Employees who lose uniform pieces or damage uniform pieces as a result of improper care/maintenance or cleaning or as a result of not wearing protective clothing will be responsible to pay for replacement pieces.

F. Uniform account balances for employees who are furloughed will be frozen. Payroll deductions will resume when the employee is recalled to active service.

G. Employees who terminate or resign are required to pay the outstanding uniform account balance to the Company.

H. The Company will determine the required basic uniform items.

- 1 I. Optional uniform pieces may be purchased by employees.
2 Payment for optional uniform pieces will be a one-time lump
3 sum payroll deduction.
4
- 5 J. Protective clothing will be provided by the Company as
6 follows:
7
- 8 1. Parkas or coveralls (employee will select one only)
9 will be provided to employees assigned to the ramp
10 in locations where below-freezing weather occurs
11 for frequent, extended periods of time. Employees
12 who have previously been issued parkas, will be
13 eligible to receive one pair of coveralls provided the
14 parka being replaced is at least sixty (60) months
15 old.
16
 - 17 2. Rain gear is provided to employees assigned to the
18 ramp.
19
 - 20 3. Ear protectors are provided to and must be worn by
21 employees assigned to positions exposed to aircraft
22 noise.
23
 - 24 4. Kneepads are provided to employees assigned to the
25 ramp in an aircraft loading/unloading capacity.
26
 - 27 5. Articles of protective clothing damaged by aircraft
28 fluids, cargo, cargo bins, etc., will be replaced by the
29 Company. Articles of protective clothing lost or
30 damaged by the employee will be replaced by the
31 employee.
32
 - 33 6. Employees transferring outside the bargaining unit
34 or who terminate or resign are required to return all
35 articles of protective clothing to the Company.
36
- 37 K. The Company reserves the right to utilize vendor-provided
38 uniforms and laundering. In the event the Company adopts a
39 vendor uniform system Paragraphs A and F will no longer be
40 applicable.
41

Article 19 - Shift Definition

A. Shifts are defined based on the scheduled starting time, as follows:

1. Shift 1: Employees scheduled to report to work at or after 0500, but before 1200, are on Shift 1.
2. Shift 2: Employees scheduled to report to work at or after 1200, but before 1800, are on Shift 2.
3. Shift 3: Employees scheduled to report to work at or after 1800, but before 0500, are on Shift 3.

1 **Article 20 - Grievance Procedure**

2
3 **A. Union Representatives**

4
5 The Union will be represented by properly designated
6 committeemen in each station. Committeemen shall be
7 allowed reasonable time required for authorized Union
8 business during working hours, consistent with the needs of
9 the service and shall be compensated for such time at their
10 straight time rate. "Authorized Union business" is that
11 relating to the investigation of grievances, disciplinary
12 action, hearings, and grievance meetings with officials of the
13 Company. In the conduct of such authorized Union business,
14 the committeeman shall notify his supervisor of his desire to
15 leave his work place, the reason therefore, and shall notify
16 his supervisor of his return. When it is necessary for a
17 committeeman to enter a department other than his own, he
18 shall report immediately to the supervisor of that department
19 stating the nature of his business.

20
21 The Union will be further represented at each point where
22 Local Lodges exist by a Local Committee consisting of three
23 (3) members elected by the Local membership; one of whom
24 will be known as the Chairman. This Committee will deal
25 with officials of the Company together with the Assistant
26 General Chairman, or other accredited representatives of the
27 Union. The Company and the Union will keep the other
28 party advised through written notice of any change in autho-
29 rized representatives.

30
31 It is understood that officials of either party having
32 responsibilities under this procedure may delegate those
33 responsibilities to another authorized representative.

34
35 The General Chairman, Assistant General Chairman, or
36 other accredited representatives of the Union shall be
37 permitted at any time to enter departments or facilities of the
38 Company for the purpose of investigating grievances and
39 disputes after contacting the Company representatives in
40 charge and advising the purpose of their visit.

41
42 **B. Grievance Steps**

The procedure for the presentation and adjustment of disputes or grievances that may arise will be as follows:

Oral Step

Any employee or group of employees who believe that any provision of this Agreement has not been properly applied or interpreted, may orally present the grievance to their immediate supervisor within five (5) days of the occurrence that leads to the grievance. The Supervisor shall give a oral decision to the employee(s) within twenty-four (24) hours of the discussion. Employees may be accompanied by an accredited representative of the Union at this step. Oral step decisions are non-precedential.

Step 1

If the employee is not satisfied with the verbal decision of the employee's immediate supervisor, the matter, through the local committee, must be reduced to writing on a standard grievance form and given to his Station Director/Manager within five (5) days of the verbal decision. The Station Director/Manager will render a decision in writing to the employee within seven (7) days of receipt of the grievance, and a copy of the decision will be provided to the accredited representative of the Union. Step 1 decisions are non-precedential.

Step 2

If no satisfactory adjustment is reached in the previous Step, the grievance may be appealed with or through the Local Grievance Committee within ten (10) days of the receipt of the Step 1 decision to the Customer Service Director. The Customer Service Director may, at his discretion, establish hearing dates to assist in the timely resolution of such grievances. The Customer Service Director will render a decision in writing within fourteen (14) days of receipt of the appeal, or within seven (7) days of a hearing, whichever is later.

1 Step 3

2

3 If no satisfactory adjustment is reached in the previous Step,

4 the decision may be appealed with or through the Assistant

5 General Chairman or his designee within fourteen (14) days

6 of the receipt of the Step 2 decision to the Vice President -

7 Labor Relations, or his designee. The Vice President - Labor

8 Relations, or his designee, shall schedule meetings consistent

9 with the availability of the Assistant General Chairman on a

10 frequency that will assure timely resolution or disposition of

11 the grievances. The Vice President - Labor Relations, or his

12 designee, shall render a decision in writing in the space

13 provided for it on the standard official grievance form as

14 soon as possible, but not later than fifteen (15) days

15 following the date of the Step 3 meeting.

16

17 At the request of either party and by mutual written

18 agreement between the Vice President - Labor Relations, or

19 his designee, and the Assistant General Chairman, the parties

20 may elect to have the grievance by-pass Step 3 and submit

21 the grievance to the Mediation Process described in

22 Paragraph K.

23

24 Step 4

25

26 If no satisfactory adjustment is reached in the previous step,

27 the decision may be appealed to the System Board of

28 Arbitration by presenting it through the Assistant General

29 Chairman. The written appeal must be submitted by the

30 Assistant General Chairman to the Vice President - Labor

31 Relations, or his designee, within thirty (30) days of the

32 receipt of the Step 3 decision.

33

34 C. Issuance of Discipline

35

36 No employee who has successfully completed his

37 probationary period will be disciplined to the extent of loss

38 of pay or discharge without being advised in writing of the

39 charge(s) preferred against him leading to such action. Such

40 notice, or notice of any other disciplinary action, shall be

41 presented to the employee not later than fourteen (14) days

42 from the time the Customer Service Department learns of the

1 incident upon which such charge(s) is based, with a copy to
2 the local committee and Assistant General Chairman.

3
4 D. Disciplinary Grievances Other Than Discharge

5
6 In cases of discipline other than discharge, the employee
7 may request a hearing at the Step 1 level. The request for a
8 hearing must be submitted with the written grievance.

9
10 The hearing will be scheduled within ten (10) days of the
11 Station Director/Manager's receipt of the grievance. The
12 Station Director/Manager will render a decision in writing to
13 the employee within ten (10) days of the hearing, and a copy
14 of the decision will be provided to the accredited represen-
15 tative of the Union, and thereafter Steps 2 and above shall
16 apply. Step 1 decisions are non-precedential. The time frame
17 described in this Paragraph is an exception to the normal
18 time frames within Step 1.

19
20 E. Discharge Grievances

21
22 In cases of discharge, the affected employee through the
23 Local Committee, shall file his initial grievance with the
24 Customer Service Director within seven (7) days of the
25 discharge. The Customer Service Director shall schedule a
26 hearing on the discharge grievance within ten (10) days of
27 the filing of the grievance. The written decision of the
28 Customer Service Director shall be issued within ten (10)
29 days of the hearing, and thereafter Steps 3 and above shall
30 apply.

31
32 F. Remedy

33
34 The hearing officer of any suspension or discharge shall
35 have the authority to grant relief including back pay,
36 seniority and record correction appropriate to cases where it
37 is decided to reduce or eliminate disciplinary penalties deter-
38 mined to be unwarranted under the standard of just cause.

39
40 G. Time Limits

- 1 1. The time limits set forth in this Article may only be
- 2 waived by mutual, written agreement of the parties.
- 3
- 4 2. Failure of the Company to answer grievances within
- 5 the prescribed time limits at any step automatically
- 6 moves such grievances to the next level of the
- 7 grievance procedure.
- 8
- 9 3. Failure of the employee or his Union representatives
- 10 to comply with any of the prescribed time limits will
- 11 withdraw any such grievances from further
- 12 consideration.
- 13

14 H. Probationary Employees

15

16 Probationary employees may be disciplined or discharged at

17 the Company's discretion and no probationary employee

18 shall have the right to grieve any disciplinary or discharge

19 action of the Company.

20

21 I. Hearings

22

23 All hearings and investigations will be conducted during

24 regular day shift working hours, and Committee members

25 and necessary employee witnesses shall receive only straight

26 time rate while handling grievances or attending

27 investigations.

28

29 The Company official to whom a grievance appeal is

30 submitted under this section may designate another member

31 of management as hearing officer as necessary.

32

33 J. Union Activity

34

35 No employee selected as committeeman or officer of the

36 Union will be discriminated against for lawful activity on

37 behalf of the Union.

38

39 K. Mediation Process

40

1 When the Mediation Process is mutually agreed to in order
2 to bypass Step 3 of the grievance process, the following will
3 apply:
4

5 1. The issues mediated will be the same as the issues
6 the parties have failed to resolve through the
7 grievance process. The presentation of evidence is
8 not limited to that presented at any previous step of
9 the grievance procedure. The rules of evidence will
10 not apply and no transcript of the Mediation
11 Conference shall be made.
12

13 2. The grievant(s) will have the right to be present for
14 the presentation of the case. Other attendees will
15 include those individuals needed to present the
16 parties' positions and to reach agreement with the
17 authority to bind their respective parties. Non-
18 participating observers will not be admitted except
19 by mutual agreement of the parties.
20

21 3. The Company and the Union shall each appoint a
22 principal spokesperson for the Mediation
23 Conference.
24

25 4. The Mediator has the authority to meet both jointly
26 and separately with the parties; however, the
27 mediator has no authority to compel resolution of
28 the grievance.
29

30 5. Any grievance settled during a Mediation
31 Conference that is intended to be non-precedent
32 setting shall be so stated in a jointly executed
33 settlement agreement.
34

35 6. If no settlement is reached during the Mediation
36 Conference, the Mediator shall provide the parties
37 with an immediate oral advisory decision involving
38 the interpretation or application of the collective
39 bargaining agreement, together with the reasons for
40 his decision, unless both parties agree that no
41 opinion shall be provided.
42

- 1 7. The advisory decision of the mediator, if accepted
2 by the parties, shall not constitute a precedent, unless
3 the parties agree otherwise.
4
- 5 8. Any written material or documentary evidence
6 presented to the Mediator or to the other party shall
7 be returned to the party presenting that material at
8 the end of the Mediation Conference.
9
- 10 9. In the event that a grievance, which has been the
11 subject of a Mediation Conference, is subsequently
12 heard before the System Board of Adjustment, the
13 mediator may not serve as the arbitrator, nor may he
14 be called as a witness by either party in the Board's
15 proceedings. During the System Board proceedings
16 on such a grievance, no reference will be made to
17 the fact that the grievance was the subject of a
18 Mediation Conference; nor will there be any
19 reference to statements made, documents provided,
20 or actions taken by either the Mediator or the
21 participants during the course of a Mediation
22 Conference, unless the party offering such state-
23 ments, documents or actions would have had access
24 or entitlement to them outside of the Mediation
25 Conference.
26
- 27 10. By agreeing to schedule a Mediation Conference, the
28 parties are not waiving any procedural arguments
29 that they may have regarding the case. Both the
30 Company and the Union reserve the right to raise
31 jurisdictional or procedural issues notwithstanding
32 their agreement to schedule such a conference.
33
- 34 11. All parties in the Mediation Conference, including
35 the Mediator, are barred from disseminating
36 information pertaining to the conference and/or
37 individual grievances to the public, the media or like
38 source.
39
- 40 12. All mediation fees and expenses will be shared
41 equally between the parties. The Mediation Con-

1 ference will be held in the same location, as would a
2 System Board hearing.

3
4 13. Mediators will be selected by mutual agreement of
5 the parties. If the parties are unable to agree to a
6 mediator, then either party may write to the other
7 appealing the grievance to the System Board.

8
9 14. If a mediated grievance is not resolved at the
10 mediation conference, that grievance must be ap-
11 pealed within thirty (30) calendar days to the System
12 Board of Adjustment.

13
14 L. Stenographic Report

15
16 When it is mutually agreed that a stenographic report is to be
17 taken by a public stenographer of any investigation or
18 hearing provided for in this Agreement, the cost will be
19 borne equally by both parties to the dispute. When it is not
20 mutually agreed that a stenographic report of the
21 proceedings be taken by a public stenographer, the
22 stenographic report of any such investigation or hearing may
23 be taken by either of the parties to the dispute. A copy of
24 such stenographic record will be furnished to the other party
25 to the dispute upon request at a pro rata cost. The cost of any
26 additional copies requested by either party shall be borne by
27 the party requesting them, whether the stenographic record is
28 taken by mutual agreement or otherwise.

29

Article 21 - System Board of Arbitration

- A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Arbitration (the Board) for the purpose of adjusting and deciding grievances which may arise under the terms of this Agreement.
- B. The Board shall consist of three (3) members; a neutral referee, a member selected by the Company and a member selected by the Union. Upon timely receipt of appeal from the Union to the Company's Director of Arbitration, Labor Relations, or following submission of a Company grievance by the Vice President of Labor Relations to the Union and Company members of the Board, the Company's Director of Arbitration, Labor Relations or his designee shall contact the designated representative of the Union to select a mutually agreeable arbitrator to serve as the neutral member of the Board.
- C. The neutral arbitrator shall be selected by the Company and the Union from an established panel of neutrals as described in Paragraph E. If the Company and the Union cannot agree upon the neutral member, they shall select him/her by alternately striking names from the panel. The order of striking shall be determined by coin toss for the first case in which a neutral member is chosen under these provisions and, in subsequent cases, the parties shall alternate taking the first strike. Either the Union or the Company, as the parties determine in each instance, shall contact the selected neutral, with appropriate notice to the other party, to determine his/her availability. Unless otherwise mutually agreed upon, if the neutral member selected for the particular case is unable to serve within ninety (90) days after his/her selection (or fifteen (15) days in the case of an expedited hearing), the neutral who remained on the list prior to the last strike shall be contacted as noted above. Such a procedure will be followed until a panel member is selected to hear the case.
- D. If the Company or the Union member of the Board considers a grievance which has been submitted to the Board to have sufficient urgency and importance, then that member shall

1 provide written notice to the parties and the other Board
 2 member of the need for an expedited arbitration. The parties
 3 shall select an Arbitrator in accordance with the provisions
 4 of this Article as expeditiously as possible. The Board
 5 hearing shall take place not more than fifteen (15) days
 6 following notice of the need for expedited hearing, or at such
 7 later date as the parties mutually agree.

8
 9 E. The panel of neutrals shall consist of nine (9) neutrals. The
 10 parties shall agree on a panel of neutrals in the following
 11 manner:

12
 13 1. Each party shall provide to the other a list of eleven
 14 (11) neutrals within fourteen (14) days after the
 15 signing of this Agreement. Any names found on
 16 both lists will be deemed to be members of the
 17 panel. Any other names from either list, which can
 18 be agreed upon by the parties, will also be placed on
 19 the panel.

20
 21 2. Should the parties fail to agree upon a panel of nine
 22 (9) neutrals within forty-five (45) days after the
 23 signing of this Agreement, then either party may
 24 petition the National Mediation Board (the NMB)
 25 for a list of candidates consisting of the requisite
 26 number needed plus a number of additional candi-
 27 dates equal to three (3) times the number of re-
 28 maining neutrals needed. Any candidate offered by
 29 the NMB shall be a member of the National
 30 Academy of Arbitrators. The parties will then use an
 31 alternate strike process to arrive at the necessary
 32 number of neutrals, with the order of striking to be
 33 determined by coin toss.

34
 35 3. Each panel member shall serve for a minimum
 36 period of twelve (12) months, effective on the date
 37 that the parties reach resolution on the first panel of
 38 thirteen. After a panel member has served for a
 39 twelve (12) month period, either the Company or the
 40 Union may serve notice to remove him/her by
 41 notifying the other party. Within thirty (30) days of
 42 such notification or if a vacancy occurs on the panel

the parties will endeavor to select a replacement. If the parties cannot agree on a replacement panel member within thirty (30) days, either the Union or the Company may petition the National Mediation Board to provide seven (7) names of arbitrators who are members of the National Academy of Arbitrators and the Company and the Union will select under the procedures set forth in Paragraph C. above, one (1) of the seven (7) arbitrators as a replacement panel member.

F. Hearings of the Board will alternate between the Company's main operating bases and the Company's corporate headquarters unless the parties mutually agree otherwise.

G. The Board shall have jurisdiction over grievances under this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by this Agreement or any of its amendments.

H. The Board shall consider any grievance properly submitted to it by the Union or by the Vice President of Labor Relations when such grievance has not been previously settled in accordance with the terms provided for in this Agreement.

I. An employee covered by this Agreement may be represented at Board hearings by any person designated by him and the Company may be represented by any person designated by it. Evidence may be presented both orally and in writing. The Board may summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute.

J. The decision of the System Board shall be rendered within thirty (30) days after the close of the hearing. A majority vote of the members of the Board shall be necessary to make a decision. The decisions will be final and binding upon the Company, the Union and the grievant(s).

- 1 K. The time limits specified in this Article may be extended by
2 mutual agreement between the parties to this Agreement.
3
- 4 L. Nothing contained in this Article will be construed to limit,
5 restrict, or abridge the rights or privileges accorded either to
6 the employees, the Company, or their duly accredited
7 representatives under the provisions of the Railway Labor
8 Act, as amended.
9
- 10 M. The Board shall maintain a complete record of all matters
11 submitted to it for consideration, and of all findings and
12 decisions made by it.
13
- 14 N. Each of the parties will assume the compensation, travel
15 expense and other expenses of the Board members selected
16 by them.
17
- 18 O. Each of the parties will assume the compensation, travel
19 expense and other expenses of the witnesses called or
20 summoned by them. A witness who is an employee of the
21 Company shall receive free round trip transportation over the
22 Company system, so far as space is available from the point
23 of duty or assignment to the point at which he must appear
24 as a witness, to the extent permitted by law.
25
- 26 P. The Company and Union members, acting jointly, shall have
27 the authority to incur such other expenses as, in their
28 judgment, may be deemed necessary for the proper conduct
29 of the business of the Board, and such expenses shall be
30 borne one-half (1/2) by each of the parties. Board members
31 shall be furnished free round trip transportation over the
32 Company system so far as space is available for the purpose
33 of attending meetings of the System Board, to the extent
34 permitted by law.
35
- 36 Q. A Board member shall be free to discharge his duty in his
37 capacity as a System Board member in an independent
38 manner without fear that his individual relations with the
39 Company or with the Union may be affected in any manner
40 by any action taken by him in good faith.

Article 22 – Insurance

- A. Active employees covered under this Agreement may elect to participate in one of the three levels of medical and dental coverage described in Attachment A. Election to participate in the Company's insurance programs must be accomplished during the annual open enrollment period. Outside of the annual open enrollment, changes to benefits may be made within thirty-one (31) days of a work or family status change (as defined by Company policy).
- B. Employees will be eligible for medical and dental benefits as follows:
 1. The following employees will be eligible for Family medical and dental coverage;
 - (a) Full-time employees
 - (b) Part-time employees working in Fleet Service on April 5, 1999, who have recall to a full-time Fleet Service position and have not turned down a recall to a full-time Fleet Service position.
 - (c) Employees working in Fleet Service on April 5, 1999, who subsequently are displaced from a full-time Fleet Service position to a part-time position, providing they do not turn down recall to a full-time Fleet Service position.
 2. Part-time employees not eligible for coverage as described in Paragraph B.1 above will be eligible for individual or family medical and dental benefits at two times the full-time rates as described in Attachment A.
- C. Coverage will cease when an employee begins unpaid leave status except that coverage may be extended to an employee on Medical Leave as outlined below and also as provided for in the Furlough Benefits Article of this Agreement.

A non-probationary employee on medical leave may extend his medical/dental coverage for a period of up to one hundred twenty (120) days after his last compensated day provided the employee continues to pay his portion of the cost of the applicable medical/dental insurance except that employees on medical leave as a result of an occupational injury will have medical/dental benefits extended for nine (9) months after the last compensated day provided the employee continues to pay his/her portion of the cost. An employee on Family Medical Leave may extend coverage pursuant to the provisions of the Family Medical Leave Act.

D. Retirement

1. Employees must have attained the age of at least fifty-five (55) and have completed a minimum of five (5) years of credited service prior to their last paid day of employment to be eligible for medical/dental coverage during retirement as described in Attachment B. Full-time employees will be eligible for individual and family medical and dental benefits.
2. Retiree monthly medical contributions will be deducted from monthly retirement benefits or will be paid directly by the retiree.
3. Should the Company extend the duration of COBRA benefits to retirees of any other represented group such extension will also be made available to employees covered under the agreement.

E. The following Basic Group Life Insurance is provided by the Company.

1. Thirty-five thousand dollars (\$35,000) of life insurance coverage for each full-time employee. An equal amount of accidental death and dismemberment insurance coverage is included.

1 2. Seventeen thousand, five hundred dollars (\$17,500)
 2 of life insurance coverage for each part-time
 3 employee. An equal amount of accidental death and
 4 dismemberment insurance coverage is included.

5

6 F. Each employee may purchase the following additional
 7 Group Life Insurance: Rates for various life insurance
 8 options listed below may vary from year to year. Any change
 9 in rates will be communicated to all employees.

10

11 1. Full Basic Life Insurance is equal to two (2) times
 12 the employee's basic annual salary. An equal
 13 amount of accidental death and dismemberment
 14 insurance coverage is included. Premiums on the
 15 amount of coverage in excess of the first thirty-five
 16 thousand dollars (\$35,000) for a full-time employee
 17 and the first seventeen thousand, five hundred
 18 dollars (\$17,500) for part-time employees will be
 19 paid by the employee choosing this additional
 20 coverage. Maximum coverage available is two
 21 hundred thousand dollars (\$200,000).

22

23 2. An employee must have Full Basic coverage of two
 24 times his basic annual salary to purchase Option I
 25 and must have Full Basic coverage of two times his
 26 basic annual salary and Option I coverage to
 27 purchase Option II coverage.

28

29 (a) Option I, optional life insurance equal to an
 30 additional one hundred percent (100%) of
 31 the employee's basic annual salary.
 32 Maximum coverage under Option I is one
 33 hundred thousand dollars (\$100,000).

34

35 (b) Option II, optional life insurance equal to an
 36 additional one hundred percent (100%) of
 37 the employee's basic annual salary.
 38 Maximum coverage under Option II is one
 39 hundred thousand dollars (\$100,000).

40

41 G. Voluntary Group Accidental Death and Dismemberment
 42 Insurance may be purchased in ten thousand dollar (\$10,000)

1 increments, up to a maximum of three hundred thousand
2 dollars (\$300,000).
3

4 H. The Company will not oppose the posting of any bulletins
5 offering benefits provided by any insurance company
6 sanctioned by the IAM & AW (excluding the current LTD
7 Plan offered through the company by NGP) on IAM bulletin
8 boards that US Airways does not offer under the current
9 benefits for Employees covered under this Agreement.

Article 23 - Pension

A. US Airways shall contribute to the I.A.M. National Pension Fund, National Pension Plan in accordance with the following terms:

1. Participation – All full-time and part-time Fleet Service personnel who are represented by the International Association of Machinists and Aerospace Workers shall be eligible to participate in the Plan effective January 1, 2003 or beginning on the first day of employment if later. Notwithstanding the above, contributions on behalf of probationary employees will be made retroactively after the ninety (90) day probationary period has been completed.

2. US Airways will contribute to the I.A.M. National Pension Fund, National Pension Plan as follows:

Full Time Employees

Hourly Pension Rate of \$.95 cents

Hourly Pension Rate of \$1.00 effective 7/4/05

Hourly Pension Rate of \$1.05 effective 7/2/07

Part Time Employees

Hourly Pension Rate of \$.60 cents

Hourly Pension Rate of \$.65 cents effective 7/14/08

3. Benefit Levels and Other Terms – District Lodge 141 and US Airways hereby adopt and agree to be bound by the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The Company is obligated to contribute at the agreed rate and does not guarantee that agreed rate will provide the current benefit.

4. Future – In the event the Trustees of the IAM National Pension Fund terminate the Company's participation in the Plan for any reason, other than failure to comply with the terms of this Agreement, the Company shall have the right to withdraw from the Plan and shall not be required to take any action other than as required in this Agreement, to avoid termination. If participation is terminated the Company shall be required to make contributions to the 401k Plan equivalent to the level required under this Agreement.

5. Construction – This Article contains the entire Agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

B. The 401(k) account is established to allow employees to defer pay on a pre-tax basis. The employee contribution is voluntary and is limited based upon Internal Revenue Service regulations.

C. In order to be eligible to participate in the 401(k) Plan, the employee must be eighteen (18) years of age or older with at least 90 days of continuous service. This includes part-time and full-time employees.

D. The following enhancements to the 401 (k) were agreed to as part of the August 2002 Restructuring Agreement:

- 1 • Permit after-tax contributions to 401(k) Plan. US
2 Airways will implement six (6) months from date of
3 signing.
- 4 • Establish brokerage account in 401(k) Plan pending
5 approval from the Pension Investment Committee whose
6 approval shall not be unreasonably withheld. All
7 administrative costs associated with the brokerage
8 account will be borne by the employee.
- 9 • Permit catch-up contributions to 401(k) Plan pursuant to
10 IRC Section 414(v). US Airways will implement during
11 the second half of 2003.
- 12 • Increase pre-tax elective deferrals in 401(k) Plan to
13 twenty-two percent (22%) for non-highly compensated
14 employees. Implementation will be effective January 1,
15 2003.
- 16 • Add periodic distributions to 401(k) Plan. US Airways
17 will make this change effective January 1, 2003.

Article 24 - Training, Travel Pay and Meal Per Diem

A. Employees are required to attend and successfully complete training programs sponsored by the Company.

B. The following provisions will apply to employees who fail to successfully complete Fleet Service training programs required by the Company:

1. If the training was required as a result of a voluntary transfer, the employee will be returned to his original station and duty assignment and will be assigned a schedule.

2. If the training was required as a result of an involuntary displacement, the employee may file an internal station or system preferential transfer bid for transfer to any other duty assignment within Fleet Service. In the event the employee is unable to successfully transfer under these provisions, he will be placed on furlough status.

C. Employees who do not successfully complete training will be prohibited from transferring to any vacancy requiring the same training curriculum for a period of one (1) year following the employee's return date.

D. The Company reserves the right to have employees attend training programs during their normal shift when it is operationally possible.

E. The Company may reassign employees to different shifts and days off when required to attend training when a minimum of five (5) days notice is provided.

F. Compensation for Training

1. Full-time employees required to attend training on a scheduled workday will receive pay for the actual classroom hours, plus any hours worked excluding an unpaid meal period. Where actual classroom hours, plus hours worked excluding an unpaid meal

period, exceed the full-time employees regularly scheduled paid hours for the day (8 or 10 hours), employees will be compensated at the applicable rate.

2. Full-time employees attending training on a scheduled day off will be paid the number of actual classroom hours, excluding an unpaid meal period, at the applicable rate.

3. Part-time employees attending training on a scheduled workday or a scheduled day off will be paid the number of actual classroom hours, excluding an unpaid meal period, at the applicable rate.

G. Employees required to attend training away from the geographic location of their station are compensated for travel time as outlined below. Travel time includes all scheduled flight time; all required scheduled connecting time; and required waiting time from the conclusion of training, excluding overnights.

1. Full-time employees traveling to and/or attending training away from the geographic location of their station on a scheduled workday will be compensated for a minimum of their regularly scheduled paid hours for the day (8 or 10 hours). If the travel time plus actual classroom time plus any hours worked (excluding an unpaid meal period) exceeds the regularly scheduled paid hours for the day (8 or 10 hours), travel time will be compensated at straight-time rates.

2. Part-time employees traveling to and/or attending training away from the geographic location of their station on a scheduled workday will be compensated for the minimum hours they were scheduled for that day at the straight time rates. If the travel time plus actual classroom time plus any hours worked (excluding an unpaid meal period) exceeds the

employees' regularly scheduled hours, they will be compensated at the straight time rates.

3. Employees required to travel on a scheduled day off will be compensated for travel time at the applicable rate.

H. Meal Per Diem Payments

When meals are not provided by the Company, per diem payments for meal expenses are provided to employees required to attend training away from the geographic location of their station as outlined in this Article.

Meal per diem payments are as follows:

1. Breakfast - \$5.00

Breakfast per diem is provided only on those days when employees are required to overnight the day prior to the training session.

2. Lunch - \$6.00

3. Dinner - \$12.00

Dinner per diem is provided when an overnight stay is required and the employee's flight to the training/meeting site departs prior to 6:00 p.m., or whose flight departs from the training/meeting site at the conclusion of the training session after 6:00 p.m.

Article 25 - Safety and Health

A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities and to maintain at all times a registered first aid station to take care of its employees in case of accident or illness.

The Company agrees to furnish good drinking water and sanitary fountains will be provided. The floors of the toilets and break rooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Break rooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available. Individual lockers will be provided for employees where facilities currently allow.

B. The Company, Union and employees will cooperate towards a prevention of work related accidents and the furtherance of an aggressive safety program.

A Safety Committee will be established at each location where employees hereunder are based. Such Committee shall be comprised of one Company and one Union representative. In any location with two hundred seventy-five (275) or more Fleet Service employees, there shall be two members from both the Company and the Union. Unless agreed to otherwise, the Safety Committee shall meet at least once a month to resolve safety issues and review corrective action taken for all lost time accidents which may have occurred.

At Pittsburgh, a Union Safety Committee comprised of two (2) members shall be established to investigate and handle safety complaints which are not properly resolved or cannot be resolved by the Union Safety person and the management from the shop or department where the condition exists. Reasonable time without loss of pay will be allowed Union members of the local Safety Committee at PIT and other locations to investigate and handle safety complaints related to their location. Union Safety Committee members will

1 request such time away from work from their immediate
2 supervisor, who shall authorize the leave, as the service
3 allows. Committee members will return to their work places
4 promptly following conclusion of safety related activities.
5 Within five (5) workdays following the investigation, the
6 Union members of the Committee shall provide a written
7 report of the investigation to their immediate supervisor with
8 a copy to the Ground Safety Department.
9

10 Union members of the Safety Committee will function in an
11 advisory capacity and will be informed of all lost time acci-
12 dents. The Union Safety Committee will be given advance
13 notification of testing and will be provided with the results
14 of environmental air, noise and contaminants testing. The
15 Company will post such results in the appropriate location in
16 non-technical terms. The Company shall continue to post
17 OSHA Form 200 for review by the Union at each of its
18 locations.
19

20 The Safety Committee may monitor the Company's applica-
21 tion and compliance with State, Municipal and Federal
22 safety and sanitary regulations. The Safety Committee may
23 also make recommendations for the maintenance of
24 appropriate safety and sanitary standards.
25

26 Both the Union and the Company shall encourage employees
27 to utilize the Safety Committee for all unresolved safety
28 related matters.
29

30 Both the Union and the Company shall cooperate in seeking
31 resolutions to help reduce the accident frequency and
32 severity rates.
33

34 C. Proper and modern safety devices shall be provided for all
35 employees working on hazardous or unsanitary work, such
36 devices to be furnished by the Company. Employees will not
37 be required to use unsafe tools or equipment. However,
38 employees will be expected to report unsafe tools or
39 equipment to the supervisor before refusing to use such
40 defective tools or equipment. The Company will furnish
41 protective apparel, equipment and devices to all employees

1 required to work with acids or chemicals that are injurious to
2 clothing or employees.

3
4 D. Employees injured while at work shall be given medical
5 attention at the earliest possible moment, and employees
6 shall be permitted to return to work without signing any
7 release of liability pending the disposition of settlement of
8 any claims for damage or compensation. Such injured
9 employees who are able to work will be allowed to obtain
10 medical attention without loss of time. It is the responsibility
11 of the injured employee to report an injury to his immediate
12 supervisor during the work period in which the injury
13 occurred, if physically possible.

14
15 E. The Company will provide noise abatement ear protection to
16 employees who work in areas where they are required. Each
17 employee who desires noise abatement ear protection must
18 request same in writing.

Article 26 - Part-time Employees

Permanent part-time employees may be employed by the Company based on needs of service as determined by the Company except that the number of part-time employees will not exceed forty percent (40%) of the total Fleet Service work force calculated on a system-wide basis. All provisions in this Agreement will apply to part-time employees unless otherwise specified.

The Company will not regularly schedule part-time employees within the same duty assignment back-to-back where the work requirement can be covered by a single full time employee.

Article 27 - Union Shop and Dues Check-Off Agreement

It is hereby agreed that there will be established a Union Shop under the Agreement as follows:

A. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter fully subject to the Agreement between the parties hereto shall, as a condition of their continued employment subject to such Agreement, become members of the Union within sixty (60) calendar days after the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in good standing in such Union; except that such membership shall not be required of any individual until he has performed forty-two (42) days (336 hours) of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the Agreement.

B. 1. Employees who retain seniority under the Agreement and who are regularly assigned or transferred to full time employment not covered by such Agreement, or are on leave, or are furloughed on account of force reduction, will not be required to maintain membership as provided in Paragraph A. of this Article so long as they remain in such other employment, on leave, or furloughed as herein provided, but they may do so at their option. Should such employee return to any service covered by the Agreement, they shall, as a condition of their continued employment subject to such Agreement, be required to become and remain members in good standing in the Union within thirty (30) days from the date of their return to such service.

2. The seniority status and rights of employees who serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement, but such employees, upon resumption of

1 employment, shall be governed by Paragraph A. of
2 this Article.

3
4 C. 1. Nothing in this Agreement shall require an employee
5 to become or to remain a member of the Union if
6 such membership is not available to such employee
7 upon the same terms and conditions as are generally
8 applicable to any other member, or if the
9 membership of such employee is denied, or
10 terminated for any reason other than the failure of
11 the employee to tender the periodic dues, initiation
12 fees, and assessments (not including fines and
13 penalties) uniformly required as a condition of
14 acquiring or retaining membership in the Union. For
15 the purpose of this section, dues, fees, and assess-
16 ments shall be deemed to be "uniformly required" if
17 they are required of all employees in the same work
18 classification at the same time in the same Local
19 Lodge.

20
21 2. For the purpose of this Agreement, "Membership in
22 good standing in the Union," shall mean that the
23 employee is a member of the Union and is not more
24 than sixty (60) days in arrears in the payment of
25 initiation fees, assessments, and membership dues as
26 referred to in Paragraph C.1.

27
28 3. When an employee becomes delinquent or not "in
29 good standing" within the meaning of Paragraph
30 C.2. above, he shall be subject to discharge and the
31 following procedures shall apply:

32
33 (a) The General Chairman of the Union shall
34 notify the employee in writing, Certified
35 mail, return receipt requested, and copy to
36 the Vice President of Customer Service of
37 the Company, that he is delinquent in the
38 payment of initiation fees, assessments or
39 membership dues as specified herein, and
40 accordingly is subject to discharge as an
41 employee of the Company. Such letter shall
42 also notify the employee that he must make

1 the required payment to the Financial
2 Secretary of the appropriate local lodge of
3 the Union within fifteen (15) days of the
4 date of mailing of the notice or be subject to
5 discharge.

6
7 (b) If, upon the expiration of the fifteen (15) day
8 period, the employee still remains
9 delinquent, the General Chairman of the
10 Union shall certify in writing to the Vice
11 President of Customer Service of the
12 Company, with copy to the employee, that
13 the employee has failed to make the required
14 payment within the fifteen (15) day grace
15 period provided in sub-paragraph (a) above,
16 and is therefore to be discharged. The Vice
17 President of Customer Service shall
18 promptly notify the employee involved that
19 he is to be discharged from the service of the
20 Company, and shall so discharge him for his
21 failure to pay or tender the initiation fees,
22 dues, and assessments as required under the
23 terms of this Article unless he files an
24 appeal.

25
26 (c) If the decision of the Vice President of
27 Customer Service is not satisfactory to the
28 employee or to the Union, it may be
29 appealed directly to the highest officer of the
30 Company designated to handle such appeals.
31 Such appeals shall be taken within ten (10)
32 calendar days of the date of the decision
33 appealed from, and if taken, shall operate to
34 stay action on the termination of em-
35 ployment until the decision on the appeal is
36 rendered. The Company shall promptly
37 notify the other party in writing of any such
38 appeal. The decision of such appeal shall be
39 rendered within ten (10) calendar days of the
40 date the appeal is taken and the employee
41 and the Union shall be promptly advised
42 thereof. If the decision on such appeal is that

1 the employee has not complied with the
2 terms of this Agreement, his employment
3 and seniority in that class or craft shall be
4 terminated within ten (10) calendar days of
5 the date of said decision, unless the
6 Company and the Union agree otherwise in
7 writing.

8
9 (d) Such decision on appeal shall be final and
10 binding unless within seven (7) days thereof
11 the Union requests in writing that the
12 decision be reviewed in such joint
13 conference by the Vice President of
14 Customer Service or by his designated
15 representative, and the General Chairman, or
16 by his designated representative. If such
17 request is made, the decision on appeal shall
18 be reviewed in such joint conference within
19 seven (7) days of the date such request is
20 received, and any decision rendered within
21 such seven (7) day period shall be final and
22 binding. If the decision on such review is
23 that the employee has not complied with the
24 terms of this Agreement, his employment
25 and seniority in that class or craft shall be
26 terminated within ten (10) calendar days of
27 the date of said decision, unless the
28 Company and the Union agree otherwise in
29 writing.

30
31 D. An employee discharged by the Company under the
32 provisions of Paragraph C. shall be deemed to have been
33 discharged for non-payment of Union dues, and notation so
34 made on his employment record.

35
36 E. Time limits specified in this Article may be extended in
37 individual cases by written agreement of the Company and
38 the Union.

39
40 F. The grievance procedure of the Agreement will not apply to
41 cases arising under this Article.
42

1 G. Other provisions of this Agreement to the contrary notwithstanding,
2 standing, the Company shall not be required to terminate the
3 employment of any employee until such time as the services
4 of a qualified replacement are available. The Company may
5 not, however, retain any employee in the service under the
6 provisions of this Paragraph for a period in excess of ninety
7 (90) calendar days from the date of the Union's original
8 notice except by mutual agreement by the parties hereto.
9

10 H. 1. The Company will deduct from employees' wages,
11 and turn over to the Union, the Union membership
12 fees of each employee who individually and
13 voluntarily authorizes the Company to make such
14 deductions. Such authorizations shall be made upon
15 a card in a size and form mutually agreed to between
16 the Company and the Union. In order to become
17 effective, such authorization cards shall be delivered
18 by the Union to the Payroll Department of the
19 Company. Such authorizations shall not be
20 irrevocable for a period of more than one (1) year
21 from their effective date or beyond the termination
22 of this Agreement, whichever occurs sooner.
23

24 2. Deductions for dues shall be made from the
25 employee's paycheck for the first (1st) and second
26 (2nd) pay periods ending in each month. Such
27 deductions shall be made only in the event that
28 sufficient earnings remain for such deductions after
29 other deductions have been made for Withholding
30 Tax, Social Security contributions, and other
31 deductions required by law or by the Company.
32

33 3. If sufficient earnings do not remain after other
34 deductions as noted above for each pay period
35 during the month, or if there are employees on the
36 payroll that do not have on file with the Company an
37 authorization for dues deductions as per Paragraph
38 H.1., the Union shall be so notified. Notification
39 shall include employee number, name, classification
40 code, department, city and the amount of deduction
41 for each period and total amount for the month. And
42 it shall thereafter be the responsibility of the Union

1 to collect dues for that month and for any month
2 following in which sufficient funds are not available
3 for such deductions.
4

5 4. The obligation of the Company to make such
6 deductions shall terminate in the event an employee
7 shall cease to be an employee as defined in Article 1
8 of this Agreement.
9

10 I. Upon submission of the appropriate form, a single flat sum
11 deduction for an initiation fee shall be made from each
12 newly hired employee's paycheck subject to Paragraph A.
13 above. Such deduction shall be made only in the event that
14 sufficient earnings remain for such deduction after other
15 deductions have been made for Withholding Tax, Social
16 Security contributions and other deductions required by law
17 or by the Company.
18

19 J. The Union shall indemnify the Company and hold it
20 harmless against any and all suits, claims, demands, and
21 liabilities which arise out of or by reason of any action taken
22 or not taken by the Company for the purpose of complying
23 with any of the provisions of this Agreement.
24

25 K. This Agreement shall become effective on the date of
26 signing of the Agreement, and shall continue in full force
27 and effect concurrently with said Agreement.
28

29 L. The Company will provide for voluntary employee contribu-
30 tion to Machinist Non-Partisan Political League (MNPL)
31 through payroll deduction.

Article 28 - General and Miscellaneous

A. Service records shall be maintained for all employees by the Company. An employee and his Union representative will be granted access to the employee's individual personnel records when properly requested in writing by the employee. Management reserves the right to be present when employee personnel records are reviewed. This review may be accomplished prior to any grievance hearing and copies of relevant documentation will be provided.

Level I and II disciplinary letters issued to employees covered by this Agreement shall not remain in their personnel record for a period of more than twelve (12) active months except when associated with a higher discipline level. In such cases, the disciplinary letters will remain until the expiration of the higher discipline level.

Level III disciplinary letters issued to employees covered by this Agreement shall not remain in their personnel record for longer than the effective period of discipline.

B. A place shall be provided inside of each station marked "International Association of Machinists" where Union notices of interest to the employees may be posted. However, no political circulars, propaganda or advertisements will be placed on these bulletin boards.

C. The Company agrees to provide each employee covered by this Agreement with a copy of the Agreement printed and adequately bound.

D. Employees covered by this Agreement and their immediate families will be granted the same transportation privileges on the Company's system as may be established by Company regulations for all personnel.

E. The Company will authorize reasonable space positive travel (on a self-book basis) for up to five (5) union officials, providing that:

- Such officials are employees or retirees of the Company, and
- Are on full time union leave, and
- Where the majority of their Union duties are related to the Company.

Such space positive travel is only authorized where the purpose of the travel is all or substantially all related to the Company. Space positive travel is not authorized for commuting, or any union business including but not limited to training and union conventions. Officials authorized space positive travel will be required to complete a monthly summary (no later than 10 days from the close of the previous business month) detailing all space positive travel in the applicable month.

F. Fleet Service employees will be considered for vacancies outside the scope of this Agreement consistent with the Career Opportunity Bulletin program or transfer policy in effect at the time of the vacancy.

G. The Company will provide parking for employees and pay monthly parking fees as assessed by the appropriate authority. This provision will not apply to replacement charges to employees for parking decals, stickers, gate keys, or similar items.

H. Any full-time employee affected by a reduction in force who displaces to a full-time position in a different geographic location will be provided relocation assistance in accordance with Company Policy. Relocation is not provided to affected full-time employees displacing to part-time positions, or to affected part-time employees.

I. In the event a payday falls on a Federal Reserve Bank legal holiday, the Company will make every effort to have paychecks prepared and distributed on the day preceding such legal holiday.

J. Employees will be paid bi-weekly on Fridays. An itemized statement will be included setting forth all wages, overtime and listed deductions for the pay period.

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- K. Fleet Service employees will be provided one hundred thousand dollars (\$100,000) life insurance for loss of life, while on duty, where such loss of life occurs due to a bomb explosion. The insurance will be paid to the designated beneficiary on file with the Company. No employee will be required to participate in a “bomb scare” investigation against his wishes.
- M. The Company shall modify its policy regarding drug testing to provide that the first confirmed positive drug test will not automatically result in termination.

Article 29 - Amendments to this Agreement

Either party hereto may, at any time, propose in writing to the other party an amendment(s), which they may desire. For such amendment to be valid there must be written agreement between the Vice President, Labor Relations, and the Designated Union official. Amendments made in any other manner will not be recognized. This would include letters of interpretation, whether local or system-wide.

Article 30 – Compensation

A. Effective May 19, 2008, Fleet Service employees, including CLP, will be paid on the following scale:

Pay Seniority Completed	New Scale	2% Jan 2009	2% Jan 2010	2% Jan 2011	2% Jan 2012**
Start	\$ 9.29	\$ 9.48	\$ 9.67	\$ 9.87	\$10.07
1.	10.26	10.47	10.68	10.90	11.12
2.	11.06	11.29	11.52	11.76	12.00
3.	11.72	11.96	12.20	12.45	12.70
4.	12.21	12.46	12.71	12.97	13.23
5.	14.23	14.52	14.82	15.12	15.42
6.	14.49	14.78	15.08	15.39	15.70
7.	15.31	15.62	15.94	16.26	16.59
8.	16.22	16.55	16.89	17.23	17.57
9.	17.41	17.76	18.12	18.49	18.86
10.	17.95	18.31	18.68	19.06	19.44
11.	18.38	18.75	19.13	19.52	19.91
12.	19.00	19.38	19.77	20.17	20.57

Note: ** Two (2%) percent pay increase assumed beyond the amendable date.

B. Step progression will become effective on the first Monday of the first pay period following the employee's pay anniversary date.

C. Future year general increases to pay, already included in Paragraphs A. and B. above, will be applied on the first day of the first pay period following the effective date of the increase as follows:

- 1/1/2009 2 % increase (included in A above)
- 1/1/2010 2 % increase (included in A above)
- 1/1/2011 2 % increase (included in A above)

D. Lead Agents will receive \$1.01 per hour above the applicable Agent rate.

E. The Company may hire a new employee at a rate above the minimum on the wage scale provided there is not a more

1 senior employee at that location who is paid less than such
2 new employee at that location. The Company retains the
3 right to pay the wage rates stated in the wage scale to
4 employees hired subsequent to any employee hired and paid
5 above minimum on the wage scale.
6

Article 31 – Duration

Except as otherwise noted, this Agreement shall become effective on May 8, 2008, and shall remain in full force and effect through December 31, 2011, and thereafter unless and until reopened in accordance with the Railway Labor Act.

The parties will commence bargaining for a new Collective Bargaining Agreement no later than July 15, 2011. In the event the parties have not reached a tentative agreement during the status quo period following the amendable date, all base rates will be increased by two (2%) percent for all employees effective on the first (1st) day of the first (1st) pay period following July 1, 2012.

In witness whereof, the parties have signed this Agreement this 8th day of May, 2008.

IAMAW

US Airways, Inc.

s/s Randy Canale

s/s E. Allen Hemenway

President and Directing General

Vice President

Chairman

Labor Relations

District 141

Letter of Agreement

Re: Flexible Spending Account

April 5, 1999

Thomas F. Brickner
Grand Lodge Representative
I.A.M.A.W.

Dear Mr. Brickner:

This will confirm the Company's intent to continue the Flexible Spending Account (FSA) Program. The program will consist of two reimbursement accounts, one for eligible medical care expenses and the other for eligible dependent care expenses.

The FSA Program will be designed to permit Fleet Service employees to contribute a portion of their compensation through payroll deduction into one or both accounts on a pre-tax basis. These payroll deductions shall not reduce pay-related benefits for the purposes of retirement, disability or life insurance benefits, to the extent permitted by law. As employees submit claims for eligible expenses throughout the year, they will be reimbursed from their accounts. Elections by employees to contribute to FSA's must be made prior to the beginning of the plan year. No changes in elections are permitted during the plan year except in the event of a change in family status, as defined under the USAir Medical Plan. Amounts not reimbursed and remaining in the FSA's at the end of the plan year will be used to reduce expenses incurred in the administration of the plan. Covered expenses are determined by the Company.

Maximums that may be excluded from tax during any taxable year will be established in accordance with Internal Revenue Code provisions. Periodic non-discrimination testing may impact plan participation.

1 Sincerely,

2
3
4 /s/John M. Hedblom
5 Vice President Labor Relations
6

7
8 Accepted and agreed:
9

10
11 _____
12 /s/Thomas F. Brickner
13 Grand Lodge Representative
14 on behalf of the IAMAW

15 Article Reference - N/A

Letter of Agreement

Re: US Airways Shuttle

April 5, 1999

Thomas F. Brickner
Grand Lodge Representative
I.A.M.A.W.

Dear Mr. Brickner:

This is to confirm the understanding reached between US Airways, Inc. (the "Company") and the I.A.M.A.W. (the "Union") during negotiations for the initial 1999 Fleet Service collective bargaining agreement (the "Agreement"). The Company and the Union have agreed that: (1) the Company will integrate the Shuttle's operations and that upon integration, or earlier, Fleet Service employees will perform applicable fleet service work in Shuttle locations, and (2) this agreement will apply to the operations of the US Airways Shuttle (the "Shuttle") when integrated with the Company's operations.

Your signature below indicates the concurrence of the IAMAW to the terms of this letter.

Sincerely,

/s/John M. Hedblom
Vice President, Labor Relations

Accepted and agreed:

/s/Thomas F. Brickner
Grand Lodge Representative
on behalf of the IAMAW

Article Reference – N/A

Letter of Agreement

Re: Labor Protective Provisions

April 5, 1999

Mr. Thomas F. Brickner
Grand Lodge Representative
I.A.M.A.W

Dear Mr. Brickner:

This is to confirm the understanding reached between US Airways, Inc. (the "Company") and the I.A.M.A.W. (the "Union") during negotiations for the initial 1999 Fleet Service collective bargaining agreement (the "Agreement"), regarding employee protections in the event of a merger.

(1) The Company agrees that, in the event of a merger with another air carrier (other than a carrier within the US Airways control group), where all or substantially all of the assets and operations of the other air carrier are integrated with those of the Company, the Company shall provide to the Company's employees covered by this agreement the seniority integration procedures of Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions: provided, however, that said procedures will not be provided, if and to the extent they are in conflict with contractual or legal obligations of the other carrier.

(2) If the Company's employees covered by this Agreement are furloughed within six (6) months of the Company's merger with another air carrier, and the furlough is a direct result of said merger, the Company will pay to the furloughed employees, in lieu of the furlough allowance otherwise required by this Agreement, a sum of money equal to two times the furlough allowance provided for under this Agreement. To be entitled to this protection, an

1 employee must exercise his seniority to the fullest
2 extent possible. For purposes of this Paragraph a
3 “merger” shall mean a transaction where all or
4 substantially all of the assets and operations of the
5 Company are integrated with another air carrier not
6 within the US Airways control Group.
7

8
9 Your signature below indicates the concurrence of the IAMAW to
10 the terms of this letter.
11

12
13 Sincerely,
14

15
16
17 /s/John M. Hedblom
18 Vice President , Labor Relations
19

20
21 Accepted and agreed:
22

23
24

/s/Thomas F. Brickner
25 Grand Lodge Representative
26 on behalf of the IAMAW
27

28
29 Article Reference – Art.2.B

1 **Letter of Agreement**

2
3 Re: Retirement Lump Sum

4
5 April 5, 1999

6
7 Mr. Thomas F. Brickner
8 Grand Lodge Representative
9 I.A.M.A.W

10
11 Dear Mr. Brickner:

12
13 This is to confirm the understanding reached between US Airways,
14 Inc. (the "Company") and the I.A.M.A.W. (the "Union") during
15 negotiations for the initial 1999 Fleet Service collective bargaining
16 agreement (the "Agreement"). The following will apply:

17
18 Pension Supplement. (a) Any Fleet Service employee who (i) as of
19 January 1, 1999, was age 60 or over and had five or more years of
20 service with the Company; (ii) as of January 1, 1999 has an accrued
21 benefit in the Retirement Plan for Certain Employees of US Airways,
22 Inc. (the "Retirement Plan"); (iii) elects benefit commencement
23 under the Retirement Plan on or after attaining age 62; and (iv) at the
24 time of benefit commencement has a "total pension benefit" (as
25 defined in subsection (b)) of less than \$51.00 per month per year of
26 service, will receive a pension supplement of \$5,000 when he or she
27 commences benefits under the Retirement Plan.

28
29 (b) For purposes of this section, an employee's "total pension
30 benefit" equals the sum of: (i) the monthly benefit payable in the
31 form of a single life annuity under the Retirement Plan (the defined
32 benefit plan), (ii) the monthly benefit payable in the form of a single
33 life annuity under the US Airways, Inc. Employee Pension Plan (the
34 money purchase plan), and (iii) the monthly benefit payable in the
35 form of a single life annuity as a result of Profit Sharing
36 Contributions under the US Airways, Inc. Employee Savings Plan
37 (the 401(k) plan). The total pension benefit shall be calculated as of
38 an employee's actual benefit commencement date under the
39 Retirement Plan, based on the monthly benefits payable to the
40 employee at that time.

(c) The Company will endeavor to pay the pension supplement provided in paragraph (a) into the employee's Profit Sharing account in the US Airways, Inc. Employee Savings Plan as a lump sum contribution. If the Company is unable to make such contribution to the Employee Savings Plan due to tax-qualification or other legal requirements, the Company will pay the pension supplement from its general assets.

Your signature below indicates the concurrence of the IAMAW to the terms of this letter.

Sincerely,

/s/John M. Hedblom
Labor Relations
Vice President

Accepted and agreed:

/s/Thomas F. Brickner
Grand Lodge Representative
on behalf of the IAMAW

Article Reference – N/A

1 **Letter of Understanding**

2
3 Re: Probationary Transfers

4
5 November 8, 1999

6
7
8 Tom Miklavic
9 Assistant General Chairman
10 I.A.M.A.W.

11
12 Dear Mr. Miklavic,

13
14 The following will confirm our conversation regarding the transfer of
15 probationary employees pursuant to Article 8, paragraph J of the
16 fleet service contract.

17
18 The Company will consider transfer requests on a case-by-case basis
19 from probationary employees meeting the following criteria:

- 20
21
 - Completion of 45 active workdays of the 90-day
 - 22 probationary period
 - 23 • Employee has maintained a good work record
 - 24 • The employee's transfer does not adversely affect
 - 25 staffing requirements in the vacating position

26
27 Based on these criteria, the Company reserves the right to approve
28 transfers for probationary employees.

29
30 Sincerely,

31
32
33 /s/E. Allen Hemenway
34 Director-Labor Relations Ground

35
36 Accepted and agreed:

37 _____
38 /s/Tom Miklavic
39 Assistant General Chairman
40 I.A.M.A.W.

Letter of Understanding

Re: Transfers

June 1, 2000

Tom Miklavic

Assistant General Chairman

I.A.M.A.W.

Dear Mr. Miklavic,

The following will confirm our conversation regarding the transfer of employees who have not completed the minimum stay of one (1) year for system transfers pursuant to Article 8, paragraph F.5 of the fleet service contract.

The Company will consider transfer requests on a case-by-case basis from employees meeting the following criteria:

- Completion of at least six (6) months of the one (1) year minimum stay requirement
- Satisfactory performance
- The employee's transfer does not adversely affect staffing requirements in the vacating position and/or deplete company resources
- The hiring location is recruiting/hiring outside the company.

Based on these criteria, the Company reserves the right to approve transfers for employees who have not met their one (1) year minimum stay requirement.

Sincerely,

/s/E. Allen Hemenway

Director-Labor Relations Ground

Accepted and agreed:

/s/Tom Miklavic

Assistant General Chairman

I.A.M.A.W.

Letter of Understanding

RE: Vacation Balances for Transferred Employees

October 17, 2001

Mr. Randy Canale

President and Directing General Chairman

District 141 – IAMAW

Dear Randy,

This letter will confirm our conversation regarding the vacation balances for employees who transfer from full-time to part-time or part-time to full-time.

Employees transferring from full-time to part-time or part-time to full-time will receive payment for the current year's vacation days accrued but not used as of the effective date of the transfer, or reimburse the company through payroll deduction for vacation days used but not accrued as of the effective date of the transfer.

The company will make every effort to allow employees to have a minimum of two (2) weeks of vacation time off in a calendar year. In the event that a fleet service employee who is paid for their vacation balance upon transfer, will be unable to accrue and take a minimum of two (2) weeks of vacation time off with pay, the company will consider requests for vacation time off without pay to accommodate a minimum of two (2) weeks off in the calendar year.

Sincerely,

/s/E. Allen Hemenway

Director Labor Relations-Ground

Accepted and agreed:

/s/Mr. Randy Canale

President and Directing General Chairman

District 141 – IAMAW

Letter of Understanding #02-01

RE: Insurance

January 22, 2002

Randy Canale
President and Directing General Chairman
District 141 - I.A.M.A.W.

Dear Randy,

This letter will confirm our conversation regarding the Company's agreement to enhance the benefits offered in Article 22, B.1.c regarding family medical and dental coverage for employees displaced from full-time Fleet Service positions to part-time positions.

Full-time employees working in Fleet Service on the effective date of the collective bargaining agreement, who are subsequently affected (from a non-closed station) will be eligible for family medical and dental coverage upon recall to part-time only if they listed part-time within their location on their displacement bid form at the time of their displacement but were not awarded part-time during the displacement exercise based on their relatively junior classification date. Full-time employees (except those in closed stations) who did not elect to list part-time in their location on their displacement bid form will not be eligible for family medical and dental coverage upon recall to part-time.

Full-time employees working in Fleet Service on the effective date of the collective bargaining agreement, who are subsequently affected as a result of the closure of their station, will be eligible for family medical and dental coverage upon recall to part-time in their new location.

1 in no cases are employees on furlough who transfer to part time
2 positions eligible for family medical and dental coverage.
3 Additionally, pursuant to Article 22, B.1.c, employees who turn
4 down recall to a full-time position in Fleet Service will not be
5 eligible for family medical and dental insurance coverage.
6
7

8 Sincerely,

9
10 /s/E. Allen Hemenway
11 Director Labor Relations-Ground
12

13 Accepted and agreed:
14
15

16 /s/Randy Canale
17 President and Directing General Chairman
18 District 141 – I.A.M.A.W.

Letter of Agreement

January 22, 2002

Randy Canale
President and Directing General Chairman
District 141 – I.A.M.A.W.

Dear Mr. Canale,

The following will confirm our agreement regarding family medical and dental insurance for full-time employees recalled to part-time positions in Fleet Service.

1. Notwithstanding Letter of Understanding #02-01, full-time employees working in Fleet Service on the effective date of the collective bargaining agreement, who were subsequently affected (prior to the date of this agreement), will be eligible for family medical and dental insurance upon recall to a part-time position in their location, providing they do not turn down recall to a full-time Fleet Service position.
2. This settlement regarding eligibility for family medical and dental insurance as described in paragraph #1 will be applicable from the date of signing this agreement and no retroactive relief or other relief will be granted.

This agreement is made on a non-precedent basis.

Sincerely,

/s/E. Allen Hemenway
Director Labor Relations - Ground

Accepted and agreed:

/s/Randy Canale
President and Directing General Chairman
District 141 – I.A.M.A.W.

Article Reference – Art. 22.B.1.C

Pursuant to the August 2002 Restructuring Agreement:

Employment and other conditions at Wholly Owned Carriers

A. US Airways shall request PSA, Piedmont, and Allegheny (hereafter "Wholly Owned Carriers") to make job offers and employ furloughed Employees who apply for Wholly Owned Carrier Vacancies in accordance with the following provisions. It is recognized, however, that US Airways does not control the hiring and employment policies of the Wholly Owned Carriers, and thus cannot be responsible for their compliance with these provisions. US Airways will request that the Wholly Owned Carriers indicate, in writing, within seven (7) days of the agreement between the Company and the Union, whether they will comply with the provisions below.

1. Employees who are furloughed on or after the effective date of this agreement who desire transfer to a Wholly Owned Carrier Vacancy will be required to notify the Wholly Owned Carrier and submit their application to the Wholly Owned Carrier. Employees who are on furlough as of the effective date of this agreement who are interested in applying for Vacancies at the Wholly Owned Carrier must submit their application to the Wholly Owned Carrier within forty-five (45) days of the date that the Wholly Owned Carrier notifies the Employee that it will begin to accept applications. Applications must include all locations for which the employee is applying.

2. The Wholly Owned Carrier will be requested to offer employment to any qualified furloughed Employee who has applied under the terms stated in item (1) above prior to employing anyone else in that Vacancy. As employment opportunities become available, the Wholly Owned Carrier will be requested to offer such positions in relative seniority order to qualified Employees who have submitted applications in accordance with this Agreement.

- 1 3. Furloughed Employees who accept positions at the
- 2 Wholly Owned Carrier under these terms will be
- 3 entitled to such seniority and terms and conditions of
- 4 employment as are applicable in the CBA or
- 5 employment policies of the Wholly Owned Carrier.
- 6 Severance allowance, and any other benefits to
- 7 which these Employees are entitled under the US
- 8 Airways CBA shall not cease, or be adversely
- 9 affected, upon the effective date of hire at the
- 10 Wholly Owned Carrier.
- 11
- 12 4. Wholly Owned Carriers will be requested to release
- 13 Furloughed Employees who accept recall or transfer
- 14 back to US Airways positions in order to comply
- 15 with report dates pursuant to the terms of the US
- 16 Airways CBA.
- 17
- 18 5. In addition to the above and as a condition to this
- 19 agreement between the Company and the Union the
- 20 President of Mid Atlantic Airways ("MDA") will be
- 21 asked to provide a letter to IAM addressing MDA's
- 22 commitments, if any, regarding union recognition,
- 23 the bargaining process for a first contract and hiring
- 24 procedures. This letter will be provided to the Union
- 25 prior to concluding the agreement between the
- 26 Company and the Union. For Company employees
- 27 hired by MDA, Severance Allowance and any other
- 28 benefits to which these Employees are entitled under
- 29 the US Airways CBA shall not cease, or be
- 30 adversely affected, upon the effective date of hire at
- 31 MDA.
- 32
- 33 B. Furloughed Employees hired at a Wholly Owned Carrier
- 34 after the effective date of this agreement, will continue to be
- 35 considered on furlough from US Airways and will continue
- 36 to accrue US Airways seniority until recall to the status (full-
- 37 time or part-time) the employee was furloughed from is
- 38 accepted or rejected.

1 II. Definitions

2
3 The following definitions apply to certain terms used in this
4 Agreement.

5
6 1. Employees. The term “Employees” refers to Fleet
7 Service employees of US Airways represented by
8 the IAM.

9
10 2. Vacancies. The terms “vacancies” refers to vacant
11 job positions in Fleet Service craft or class.
12

Employment and other conditions of Wholly Owned Carriers

In addition to the above and as a condition to this agreement between the Company and the Union, the Union agrees that Mid Atlantic Airways (“MDA’s”) health and welfare benefits, including all elements (e.g. plan design and employee contributions), will be those currently in effect for MDA represented employees and the Company agrees that for employees who transfer/displace from mainline to MDA following the effective date of this agreement, applicable mainline seniority will count towards the six months wait required prior to being eligible for MDA benefits.

Letter of Understanding

RE: Use of Compensatory Time for Shift Swaps Off

November 1, 2002

Randy Canale
President and Directing General Chairman
District 141 - I.A.M.A.W.

Dear Randy,

This letter will confirm our understanding regarding the use of compensatory time for shift swaps off.

The Company, at its sole discretion, by location, may include a provision in the local policy regarding compensatory time off that allows fleet service employees who shift swap off to use accrued compensatory time as compensation for the lost hours.

The Company may revise the local policy regarding compensatory time off, by location, at any time to discontinue allowing the use of compensatory time for shift swaps off.

Sincerely,

/s/E. Allen Hemenway
Managing Director - Labor Relations Ground

Accepted and agreed:

/s/Randy Canale
President and Directing General Chairman
District 141 – I.A.M.A.W.

War/Terrorism Contingency

In the event that (a) the U.S. invades Iraq (meaning that the U.S. initiates a sustained aerial bombardment of those parts of Iraq that are not within the current no fly zone or introduces substantial numbers of ground troops into the territory of Iraq), or (b) there is an act of terrorism which in either event has a material adverse impact on commercial aviation, there will be an immediate 5% pay deferral implemented for all employees for up to 18 months. The deferral will begin to be repaid starting in the first month following the end of the deferral and will continue to be repaid in as many monthly installments as were covered by the deferral. In the event that US Airways Group reports a pretax profit with respect to any quarter during which they pay deferral is in effect, the deferral will immediately stop and repayment will begin in the next month to continue for the same number of months as were included in the deferral.

Letter of Understanding

Re: "Back to Back" Shift Swaps

March 10, 2003

Tom Miklavic
Assistant General Chairman
DL 141 - IAMAW

Dear Mr. Miklavic:

The following will confirm our understanding regarding the company and union agreement regarding the allowance of back to back double shift swaps. This agreement is cancelable by either party subject to a thirty- (30) day notification:

1. Employees may shift swap to work back to back double shifts, once per workweek.
2. The company may disapprove any shift swap for any employee where the company finds that there is evidence of a pattern of abuse and/or evidence that the employee's productivity, safety, or job performance is adversely affected as described in item 5 below.
3. There must be a minimum of 7 hours of rest between each of the double shifts worked back to back.
4. Back to back double shift swaps will not be approved for any employee who is on a Level II or higher of the attendance control program.
5. In the event that the company finds any evidence of an adverse impact on the employee's performance, productivity or safety, the employee's manager shall discuss the concerns with the employee. Following the discussion, should the company again find further indications of an adverse impact to the employee's productivity, safety, or job performance then the employee's back to back shift swaps will be suspended for six (6) months. Any grievance filed as a result of the suspension of back to back double shift swaps will be limited to the factual question of whether the employee was advised of the company concerns over the adverse impact to their performance, safety or productivity and such grievance will end prior to the System Board of Arbitration step of the grievance process.

1 Sincerely,

2

3 /s/E. Allen Hemenway

4 Managing Director - Labor Relations Ground

5

6

7 Agree and Concur:

8

9

10

/s/Tom Miklavic

Attachment A - Co-pays, Deductibles & OOP Maximums (From the January 2003 Restructuring Agreement)

2008	
80/60 PPO Plan	
In-network	\$900
Out-of-network	\$1,800
90/70 PPO Plan	
In-network	\$450
Out-of-network	\$900
100/80 PPO Plan	
In-network	\$450
Out-of-network	\$900
80/60 PPO Plan	
In-network	\$6,000
Out-of-network	\$12,000
90/70 PPO Plan	
In-network	\$3,000
Out-of-network	\$6,000
100/80 PPO Plan	
In-network	N/A
Out-of-network	\$6,000
Primary Care Physician	\$25
Specialist	\$40
Retail	
Generic	\$15
Formulary Brand	\$30
Nonformulary Brand	\$50
Mail Order	
Generic	\$30
Formulary Brand	\$60
Nonformulary Brand	\$100

Attachment A-1 - US Airways Eligible Actives, Inactives, -Full Time-IAM Fleet (From the January 2003 Restructuring Agreement)

PPO 80/60 - Flat 7.0%					
2008 Contribution Base	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Employee Contribution	12%	427.43	854.85	812.99 57.00	1,412.25
		30.00	60.00		99.00

PPO 90/70 - Flat 14.0%					
2008 Contribution Base	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Employee Contribution	12%	462.68	925.36	879.08	1,529.04
		65.00	130.00	123.00	215.00

PPO 100/80 - Flat 19.4%					
2008 Contribution Base	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Employee Contribution	12%	493.51	984.83	936.36	1,628.16
		96.00	191.00	182.00	316.00

Notes:

- A. Eligible Part Time rates are two times Full Time rates.
- B. Any applicable Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement
- C. Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

Attachment A-2 - Split Families – Eligible Survivors of Retirees-Full-Time - IAM Fleet (From the January 2003 Restructuring Agreement)

90% Plan											
<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>				
<u>Year</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>
	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>
	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>
'08	\$78	\$65	\$143	\$143	\$143	\$123	\$201	\$220	\$215	\$201	\$201

100% Plan											
<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>				
<u>Year</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>	<u>Ret</u>
	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>	<u><65</u>	<u>65+</u>
	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>	<u>Sps</u>
'08	\$163	\$96	\$259	\$259	\$259	\$182	\$345	\$423	\$316	\$345	\$345

Notes:

- 1. Eligible Part Time rates are two times Full Time rates
- 2. Any eligible Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement

Attachment A-3**US Airways****Managed Dental Plan-IAMFleet****(From the January 2003 Restructuring Agreement)**

	<u>Eligible Actives, Inactives</u>					<u>Eligible Current and Future Post-65 Retirees 100% Contribution</u>	
	<u>Flat 10.0% Employee Contribution</u>					<u>Contribution</u>	
	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>
2008	6%						
Contribution base		\$36	\$69	\$65	\$114	\$36	\$69
Employee Contribution		\$3.60	\$6.90	\$6.50	\$11.40	\$36	\$69

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.

Attachment A-4**US Airways****Managed Dental Plan - Split Family Rates – IAM Fleet
(From the January 2003 Restructuring Agreement)****Full-Time**

<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
Year	Ret	Ret	Ret 65+	Ret <65	Ret	Ret	Ret	Ret	Ret	Ret
	65+	<65					65+	65+	<65	<65
	Sps	Sps					Sps	Sps	Sps	Sps
	<65	65+					<65	65+	<65	65+
'08	\$36	\$3.60	\$39.60	\$39.60	\$39.60	\$6.50	\$42.50	\$75.60	\$11.40	\$42.50

Part-Time

<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
Year	Ret	Ret	Ret 65+	Ret <65	Ret 65+	Ret	Ret	Ret	Ret	Ret
	65+	<65					65+	65+	<65	<65
	Sps	Sps					Sps	Sps	Sps	Sps
	<65	65+					<65	65+	<65	65+
'08	\$36	\$7.20	\$43.20	\$43.20	\$43.20	\$13	\$49	\$79.20	\$22.80	\$49

Notes:

1) Eligible Part-Time rates are two times Full-Time rates.

Attachment B
Retiree Medical
IAM Fleet

Pre-65 US Airways Employees who retire post 3/1/05

- 1) Retired employees may apply thirty three (33) accrued sick pay hours per month up to a maximum of 1200 hours, valued at \$11.26/hour, to your pre-65 medical premium
- Retired employees will be responsible for medical premium costs in excess of \$371.58. Monthly contributions will be calculated as the total cost of the plan and level of coverage you elect less \$371.58. Premium Equivalents will be recalculated annually based on the Plan's experience. The chart below compares monthly Premium Equivalents under the current program to those currently estimated for the new program. Please note that the 2005 Current Program rates were developed using Active employee rates and the new program uses "true" pre 65 employee rates. It should also be noted that the new program costs for 2005 are estimated only and the actual 2005 rates may vary. The 2005 rates for the new program will be finalized by early December.

	2005 Current Program Base	2005 Estimated New Program Base	Difference
Option 1			
Ee	304.36	413.00	108.64
Ee + Sp	608.51	826.00	217.49
Ee + Ch	578.71	785.00	206.29
Ee + Fam	1,005.30	1363.00	357.70
Option 2			
Ee	329.35	448.00	118.65
Ee + Sp	658.70	896.00	237.30
Ee + Ch	625.76	851.00	189.24
Ee + Fam	1,088.42	1478.00	389.58
Option 3			
Ee	351.30	477.00	125.70
Ee + Sp	701.04	954.00	252.96
Ee + Ch	666.54	906.00	239.46
Ee + Fam	1,158.98	1574.00	415.02

1 - Once accrued sick pay has been exhausted retired employees
2 will have the option to move to an “access only” medical
3 plan where they will be responsible for paying 100% of the
4 medical premium until they reach age 65. The medical
5 premium for this “access only” plan will be different than
6 the medical premiums for those using accrued sick pay to
7 purchase the benefit and will be based on plan experience for
8 the “access only” group.

9 2) In lieu of #1 above, employees may receive a one-time cash
10 payment in the amount equal to \$9.20 times the number of
11 accrued sick leave hours in their sick bank up to a maximum of
12 1200 hours.

13 - Choosing to receive this one-time payment means that the
14 employee and their dependents will not be able to participate
15 in the pre or post-65 health care programs, including the
16 “access only” plan noted above.

17
18 3) At age 65 retired employees and their dependents will not be
19 eligible to participate in or have access to any post-65 medical
20 plan through US Airways.

21
22 4) Employees and their dependents will not be eligible for dental
23 coverage when they retire effective 3/1/05.
24

Post-65 US Airways Employees who retire after 3/1/05

1) From 3/1/05 through 12/31/05 retired employees will have the opportunity to remain enrolled in the AdvancePCS pharmacy plan

- The monthly contributions charged for this coverage are based on a Defined Dollar Benefit (DDB) Cap of \$950 per year, per individual and are as follows;

<u>Premium Equivalent</u>	<u>Employee Contribution</u>
Ee \$127.50	\$48.33
Ee + Sp \$255.00	\$96.66

The DDB Cap is only used for the purpose of setting contribution rates annually and is not a limit on actual benefits paid in a year.

- Contributions will vary from the above if any covered dependant are not covered by Medicare
- After 12/31/05 retired employees will be eligible for the new Medicare prescription drug benefit and will be responsible for the full cost of such coverage.

1 **Letter of Understanding**

2
3 RE: Fleet Bidding

4
5 May 9, 2005

6
7 Randy Canale
8 President and Directing General Chairman
9 District 141 - I.A.M.A.W.

10
11 Dear Randy,

12
13 Pursuant to our most recent discussions, the Company is willing to
14 change past interpretation of Article 9.3.C, regarding bidding freeze
15 while on furlough as follows:

16
17 Fleet Service employees who have currently received furlough notice
18 awards, or going forward who receive furlough notice awards, but
19 who remain active prior to their designated furlough date, will not be
20 prohibited from filing system transfer requests while on active status
21 to stations which were listed as available on their furlough notice.
22 Such employees may submit bids for system transfers to any
23 location, including locations offered during the displacement process
24 which the employee did not list on their displacement bid.

25
26 This change in interpretation regarding the bidding freeze is
27 applicable only while the employee is in an active status prior to
28 furlough. Effective with the employee's furlough date, these transfer
29 requests will not be considered for locations offered during the
30 displacement process which the employee did not list on their
31 displacement bid and such employee will be prohibited from
32 submitting system transfers to these locations for a period of one (1)
33 year from the effective date of their furlough.

1 Sincerely,

2

3 /s/Ron Harbinson

4 Director Labor Relations-Ground

5 USAirways Inc.

6

7

8

9 Accepted and agreed:

10

11 /s/Randy Canale

12 President and Directing General Chairman

13 District 141 – I.A.M.A.W.

Letter of Agreement #08-01

Re: Seniority for furloughed fleet service employees

July 14, 2008

William Chandlee
Assistant General Chairman
IAMAW- District 141

Dear Mr. Chandlee:

The following will confirm our agreement regarding the application of Article 7, paragraph H for classification seniority for furloughed fleet service employees who transfer/accept positions outside of fleet service classifications other than shift manager.

The Union's position is that the provisions of Article 7.H. do not apply to fleet service employees furloughed to the street that transfer/accept positions outside of fleet service classifications other than shift manager. Therefore the Union and Company agree that a furloughed fleet service employee that accepts a position outside of fleet service will continue to maintain but not accrue all previous fleet service classification and pay seniority for the duration of their recall. Should their recall rights expire or they refuse recall, they forfeit all previous fleet service classification and pay seniority.

Article 7.G. will continue to apply to furloughed fleet service employees that accept shift manager positions. Such employees will continue to maintain but not accrue all previous fleet service classification and pay seniority.

Sincerely,

/s/Ron Harbinson
Managing Director- Labor Relations Ground

Accepted and Agreed:

/s/William Chandlee
Assistant General Chairman
I.A.M.A.W



U·S AIRWAYS

Randy Canale
August 29, 2008
President & Directing General Chairman
District 141 – IAMAW

Letter of Agreement re: Four-Day Work Week Schedules

Dear Mr. Canale:

This will confirm our agreement to modify the collective bargaining agreement to permit shifts of more than eight-and-one-half (8 ½) hours and a work week of four scheduled work days. Prior to the initial implementation of a four-day work week in a station after Operational Employee Integration (OEI), the Company must have mutual agreement from the Union. Once the Company has agreement from the Union to permit four-day work week schedules in a station the following applies:

1. Notwithstanding Article 5.A, the Company will, at its sole discretion, determine which lines of work in the station may have a four-day work week schedule and the time frame for implementation of any four-day work week schedule. The Company may utilize a four-day work week schedule in any duty assignment or for certain lines of work within any duty assignment which may be modified as determined by the Company. The Company may, at its sole discretion, discontinue the use of any four-day work week schedule line(s) of work. Should the Company decide to discontinue the use of all four-day work week schedules in a station, the Company will provide the Union a minimum of thirty (30) days notice. Where utilized, a 4-day work week will consist of four (4) scheduled work days and three (3) consecutive scheduled days off, except for those employees whose scheduled days off are Saturday, Sunday and Monday, or Sunday, Monday and Tuesday.

2. Notwithstanding Article 5.B, at the Company's discretion, open-time agent may be scheduled for four (4) scheduled work days and three (3) consecutive scheduled days off.
3. Notwithstanding Article 5.E, shifts for a full-time employee who work week consists of four (4) scheduled work days and three (3) consecutive scheduled days off shall consist of ten-and-one-half (10-1/2) hours, including a one-half (1/2) hour unpaid meal period.
4. Notwithstanding Article 5.F, shifts for part-time employees whose work week consists of four (4) scheduled work days and three (3) consecutive scheduled days off shall consist of a minimum of three (3) and a maximum of six-and-one-half (6-1/2) hours per day.
5. Notwithstanding Article 5.G, shifts for part-time employees whose work week consists of four (4) scheduled work days and three (3) consecutive scheduled days off shall consist of a minimum of two (2) and a maximum of six-and-one-half (6-1/2) hours per day.
6. Article 5.H is modified to: Employees will be granted one twelve (12) minute break period during the first half of their work shift and one twelve (12) minute break during the second half of their work shift.
7. Article 5.I is modified to: Employees will be allowed an unpaid meal period not to exceed thirty (30) minutes.
8. Article 5.I.1 is modified to: The Company will make every effort to schedule meal periods for full-time employees within one hundred twenty (120) minutes before or after the midpoint of their scheduled shift.
9. Article 6.P.1 will continue to apply in that employees must satisfy an 8-hour daily overtime qualifier in order to receive time-and-one-half (1-1/2) rates for hours worked at company request on a scheduled workday. With respect to flexible scheduling, employees are paid straight time rates for regularly scheduled hours worked and shift swap hours worked, regardless the length of the shift.

10. Notwithstanding Article 12.G, employees working a 4-day workweek will receive a maximum of eight (8) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation.

11. Notwithstanding Article 13.A, full-time employees earn up to a maximum of 72 sick leave hours per year and part-time employees earn up to a maximum of 9 sick leave days per year. There will be a maximum accrual cap of 1,400 hours for full-time employees, and 175 days for part-time employees.

12. Article 13.A.1 is modified to: Eligible full-time employees accrue 8 hours of sick leave for each accrual month, whether working a 5-day or a 4-day work week and regardless of the shift length.

Example 12-1: Full-time employee working 4-day workweek.
Balance/used is in hours.

Month	Beginning Balance	Accrued	Used	Ending Balance
January	0	8	0	8
February	8	0	0	8
March	8	8	10	6
April	6	8	0	14
May	14	8	0	22
June	22	0	0	22
July	22	8	20	10
August	10	8	0	18
September	18	8	0	26
October	26	0	10	16
November	16	8	0	24
December	24	8	0	32
TOTALS		72	40	

- 1 Example 12-2: Full-time employee working 5-day workweek.
 2 Balance/used is in hours.
 3

Month	Beginning Balance	Accrued	Used	Ending Balance
January	0	8	0	8
February	8	0	0	8
March	8	8	8	8
April	8	8	0	16
May	16	8	0	24
June	24	0	0	24
July	24	8	16	16
August	16	8	0	24
September	24	8	0	32
October	32	0	8	24
November	24	8	0	32
December	32	8	0	40
TOTALS		72	32	

- 4
 5 13. Article 13.A.2 is modified to: Eligible part-time employees
 6 accrue 1 day of sick leave for each accrual month, whether
 7 working a 5-day or a 4-day work week and regardless of the
 8 shift length.
 9

- 10 Example 13-1: Part-time employee working 4-day workweek (max 6.5
 11 hour shifts). Balance/used is in days.
 12

Month	Beginning Balance	Accrued	Days Used	Ending Balance
January	0	1	0	1
February	1	0	0	1
March	1	1	1	1
April	1	1	0	2
May	2	1	0	3
June	3	0	0	3
July	3	1	2	2
August	2	1	0	3
September	3	1	0	4
October	4	0	1	3
November	3	1	0	4
December	4	1	0	5
TOTALS		9	4	

Example 13-2: Part-time employee working 5-day workweek (max 6.5 hour shifts). Balance/used is in days.

Month	Beginning Balance	Accrued	Days Used	Ending Balance
January	0	1	0	1
February	1	0	0	1
March	1	1	1	1
April	1	1	0	2
May	2	1	0	3
June	3	0	0	3
July	3	1	2	2
August	2	1	0	3
September	3	1	0	4
October	4	0	1	3
November	3	1	0	4
December	4	1	0	5
TOTALS		9	4	

14. Article 13.H is modified to: Full-time employees transferring to part-time, or displaced to part-time, will have their full-time sick leave converted to part-time by dividing the number of full-time sick leave hours by four (4) on the effective date of the transfer. The result is the number of days in the employee's part-time sick leave bank. If the result exceeds 175 days, the employee will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the 175-day maximum cap.

15. Article 13.I is modified to: Part-time employees transferring to full-time, or recalled to full-time, will have their sick leave converted to full-time by multiplying the number of part-time sick days by four (4) hours on the effective date of the transfer. The result is the number of hours in the employee's full-time sick leave bank.

16. Notwithstanding Article 14.E, if a holiday falls within a full-time employee's vacation period, he will receive 8 hours of extra pay at straight-time rates in lieu of the holiday, whether working a 5-day or a 4-day work week and regardless of the shift length.

17. Notwithstanding Article 14.F.1, holiday pay for full-time employees will be equal to 8 hours, or converted to 8 hours of compensatory time, whether working a 5-day or a 4-day work week and regardless of the shift length.

18. Notwithstanding Article 15.A, during the first calendar year of service, full-time employees earn eight (8) hours of vacation and part-time employees earn one (1) day of vacation for each full calendar month of employment, up to maximum of 80 hours for full-time and 10 days for part-time (no vacation earned in June or October).

19. Article 15.B is modified to: Following the employee's first calendar year of service, the amount of vacation earned increases as the employee begins the years of service as designated in 15.B.1 and 15.B.2 below.

20. Article 15.B.1 is added: Effective January 1, 2009, eligible full-time employees will accrue vacation based on the chart below, whether working a 5-day or a 4-day work week and regardless of the shift length:

FULL-TIME EMPLOYEES		
When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	8 hours	80 hours
5 th year of service	12 hours	120 hours
14 th year of service	16 hours	160 hours

21. Article 15.B.2 is added: Effective January 1, 2009, eligible part-time employees scheduled to work a 5-day work week for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for 5-day work weeks. Eligible part-time employees scheduled to work a 4-day work week for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for 4-day work weeks. Should the part-time employee work an equal number of 4-day and 5-day work weeks in the accrual month, the employee will accrue according to the 5-day work week chart below. For the purposes of this provision, work weeks shall be considered within the month based on the first day of the work week (Monday). For example, a work week beginning on Monday,

April 28, would be considered an April work week to determine the accrual rate.

PART-TIME EMPLOYEES WORKING 5-DAY WORK WEEKS		
When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	1 day	10 days
5 th year of service	1.5 days	15 days
14 th year of service	2.0 days	20 days

PART-TIME EMPLOYEES WORKING 4-DAY WORK WEEKS		
When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	0.8 days	8 days
5 th year of service	1.2 days	12 days
14 th year of service	1.6 days	16 days

Example 21-1: Part-time employee with 2 years seniority, working 4-day workweek (5.0 hour shifts). Vacation weeks awarded in April and October (1 each). Balance is in days.

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January	0	0.8	0	0.8
February	0.8	0.8	0	1.6
March	1.6	0.8	0	2.4
April	2.4	0.8	4 (1 week)	-0.8
May	-0.8	0.8	0	0
June	0	0	0	0
July	0	0.8	0	0.8
August	0.8	0.8	0	1.6
September	1.6	0.8	0	2.4
October	2.4	0	4 (1 week)	-1.6
November	-1.6	0.8	0	-0.8
December	-0.8	0.8	0	0
TOTALS		8	8 (2 weeks)	

- 1 Example 21-2: Part-time employee with 2 years seniority, working 5-
 2 day workweek (5.0 hour shifts). Vacation weeks awarded in April and
 3 October (1 each). Balance is in days.
 4

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January	0	1	0	1
February	1	1	0	2
March	2	1	0	3
April	3	1	5 (1 week)	-1
May	-1	1	0	0
June	0	0	0	0
July	0	1	0	1
August	1	1	0	2
September	2	1	0	3
October	3	0	5 (1 week)	-2
November	-2	1	0	-1
December	-1	1	0	0
TOTALS		10	10 (2 weeks)	

5

Example 21-3: Part-time employee with 2 years seniority, working varied schedule. Months noted with a (4) indicate months employee worked a 4-day workweek; months noted with a (5) indicate months employee worked a 5-day workweek. All schedules are 5-hour shifts. Vacation weeks awarded in April and October (1 each). Balance is in days.

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January (4)	0	0.8	0	0.8
February (4)	0.8	0.8	0	1.6
March (5)	1.6	1	0	2.6
April (5)	2.6	1	5 (1 week)	-1.4
May (5)	-1.4	1	0	-0.4
June (5)	-0.4	0	0	-0.4
July (5)	-0.4	1	0	0.6
August (5)	0.6	1	0	1.6
September (5)	1.6	1	0	2.6
October (4)	2.6	0	4 (1 week)	-1.4
November (4)	-1.4	0.8	0	-0.6
December (4)	-0.6	0.8	0	0.2
TOTALS		9.2*	9 (2 weeks)	

* Employee due 0.2 pay

22. Article 15.D is modified to: Vacation pay is computed at the employee's regular rate of pay. For full-time employees, a vacation day will be equal to the scheduled hours for the day.

23. Article 15.G is modified to: Eligible full-time employees may elect to use up to 80 hours, and eligible part-time employees may elect to use up to 10 days, of earned vacation to be taken as Day-At-A-Time (DAT) vacation provided for in paragraph N. Prior to bidding vacation for the following year, employees will be required to designate the number of vacation weeks they will bid and the number of DAT hours/days they will set aside.

24. The last sentence of Article 24.F.1 is modified to: Where actual classroom hours, plus hours worked, excluding an unpaid meal period, exceed the full-time employee's regularly scheduled paid hours for the day (8 or 10 hours), employees will be compensated at the applicable rate.

1 25. Article 24.G.1 is modified to: Full-time employees traveling to
2 and/or attending training away from the geographic location of
3 their station on a scheduled workday will be compensated for a
4 minimum of their regularly scheduled paid hours for the day (8
5 or 10 hours). If the travel time plus actual classroom time plus
6 any hours worked (excluding an unpaid meal period) exceeds
7 the regularly scheduled paid hours for the day (8 or 10 hours),
8 travel time will be compensated at straight-time rates.

9
10 26. Pursuant to the Transition Agreement, Article 13 (Sick Leave)
11 and Article 15 (Vacation) do not apply to West employees until
12 January 1, 2009, therefore any modifications to those articles
13 contained in this letter of agreement do not apply to West
14 employees until January 1, 2009..

15
16 Sincerely,

17
18
19
20 _____
21 /s/Ron Harbinson
22 Managing Director Labor Relations-Ground

23
24
25 Accepted and Agreed:

26
27 _____
28 /s/Randy Canale
29 President & Directing General Chairman, District 141-IAMAW



U.S. AIRWAYS

1

2 October 6, 2008

3

4 William Chandlee

5 Assistant General Chairman

6 I.A.M.A.W.

7

8 Re: LOA for distribution of Part-time overtime

9

10 Dear Mr. Chandlee:

11

12 This letter will summarize our agreement regarding
13 the order overtime is offered in Paragraph 6.F as
14 outlined below. This agreement will become
15 effective upon Operational Employee Integration as
16 defined in the Final Transition Agreement ratified on
17 May 8, 2008.

18

19 Modify Paragraph 6.F to offer part-time overtime in
20 the following order:

21

22 1.

- 23 • Part-time employees in the classification and duty
- 24 assignment
- 25 • Signed up on the availability list (where utilized)
- 26 • Having the lowest equalization

27 2.

- 28 • Qualified part-time employees in the classification but
- 29 outside the duty assignment
- 30 • Signed up on the availability list (where utilized)
- 31 • Having the lowest equalization

32 3.

- 33 • Part-time employees in the duty assignment but outside the
- 34 classification
- 35 • Signed up on the availability list (where utilized)
- 36 • Having the lowest equalization

- 1 4.
 - 2 • Qualified part-time employees outside the classification
 - 3 and duty assignment
 - 4 • Signed up on the availability list (where utilized)
 - 5 • Having the lowest equalization
- 6 5.
 - 7 • Full-time employees in the duty assignment
 - 8 • Signed up on the availability list (where utilized)
 - 9 • Having the lowest equalization
- 10 6.
 - 11 • Qualified full-time employees outside the duty assignment
 - 12 • Signed up on the availability list (where utilized)
 - 13 • Having the lowest equalization
- 14 7.
 - 15 • Employees in the duty assignment
 - 16 • On a voluntary basis
- 17 8.
 - 18 • Qualified employees outside the duty assignment
 - 19 • On a voluntary basis
- 20
- 21 9. Mandatory assignment as described in Paragraph U of this
- 22 article.
- 23
- 24

25 Sincerely,

26 /s/Ron Harbinson

27 Managing Director Labor Relations – Ground
28 US Airways, Inc.
29
30
31

32 Accepted and agreed:

33
34
35 _____
36 /s/William Chandlee
37 Assistant General Chairman
38 I.A.M.A.W

Date

39 cc: Robert Weston
40